



St. Charles Parish
Meeting Agenda
Parish Council
Agenda

St. Charles Parish Courthouse
15045 Highway 18
P O Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles-la.us
<http://www.stcharlesparish-la.gov>

*Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Fauchaux,
Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Larry Cochran,
Traci A. Fletcher, Julia Fisher-Perrier*

Monday, May 6, 2013	6:00 PM	Council Chambers, Courthouse
	Final	

CALL TO ORDER

PRAYER

Bishop Otis Kenner
Faith Praise & Deliverance Temple

PLEDGE

Bishop Otis Kenner
Faith Praise & Deliverance Temple

APPROVAL OF MINUTES

Special Meeting - April 15, 2013

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- | | | |
|---|------------------|--|
| 1 | 2013-0162 | (5/6/2013, Cochran)
In Recognition: Mary Tastet, Councilwoman, District II |
| 2 | 2013-0164 | (5/6/2013, Fisher-Perrier)
In Recognition: Michael J. Kinler, Jr., Eagle Scout |
| 3 | 2013-0166 | (5/6/2013, Fisher-Perrier)
In Recognition: St. Charles Herald-Guide, Newspaper of the Year |
| 4 | 2013-0165 | (5/6/2013, Wilson)
In Recognition: St. Charles Lodge Grand United Order of Odd Fellows #2842 and
Hahnville Household of Ruth #1346 - Peter Ogden's Day |
| 5 | 2013-0167 | (5/6/2013, St. Pierre, Jr.)
Proclamation: "Cleanest City Judging Day" |

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2013-0168 (5/6/2013, Hogan)
Assessor Tab Troxler - Assessment/Issues resulting from the DFIRM issue
- 2013-0160 (5/6/2013)
General Government Buildings
- 2013-0161 (5/6/2013, St. Pierre, Jr.)
Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, May 20, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 6 2013-0163 (5/6/2013, St. Pierre, Jr., River Parishes Workforce Investment Act Program)
An ordinance to amend Ordinance No. 09-9-7, a Lease with D.J.V., LLC to house the River Parishes Workforce Investment Board office for St. Charles Parish, to reduce the office area leased and to approve and authorize the execution of said amendment.
Legislative History:
5/6/13 Parish President Introduced
- 13 2013-0173 (5/6/2013, St. Pierre, Jr., Bond Counsel)
An ordinance providing for the issuance and sale of Two Million Six Hundred Twenty Thousand Dollars (\$2,620,000) of Sales Tax Refunding Bonds, Series 2013 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof; fixing certain details of the Bonds, and providing for other matters in connection therewith.
Legislative History:
5/6/13 Parish President Introduced

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)**

- 43 2013-0156 (4/22/2013, St. Pierre, Jr., Department of Public Works)
An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and HHP Construction Group, LLC for 5th Street Sidewalk Extension Norco, Parish Project No. P091101, in the amount of \$148,250.00.
Legislative History:
4/22/13 Parish President Introduced
4/22/13 Parish Council Publish/Scheduled PH
- 49 2013-0157 (4/22/2013, St. Pierre, Jr., Department of Public Works)
An ordinance to approve and authorize the execution of a contract with Volute, Inc. for project P080502-4 Dunleith Canal Level Recharge System in the amount of \$181,419.00.
Legislative History:
4/22/13 Parish President Introduced
4/22/13 Parish Council Publish/Scheduled PH

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

56 **2013-0103** (3/25/2013, St. Pierre, Jr., Department of Finance)

An ordinance to amend the 2013 Consolidated Operating and Capital Budget to recognize revenues received prior to year end 2012 relating to the Airport Expansion Agreement, thus increasing the beginning 2013 General Fund balance by \$1,212,000 and to add revenues of \$300,000 under General Fund Account 001-313020 - Airport Expansion Agreement for 2013 Airport Expansion Agreement Revenues.

Legislative History

3/25/13	Parish President	Introduced
3/25/13	Parish Council	Publish/Scheduled PH
4/8/13	Parish Council	PH Requirements Satisfied

Reported:

Finance Department Recommended: Approval

Speakers:

Mr. Mary Chulee, Luling
Mr. David Wedge, Bayou Gauche

4/8/13	Parish Council	Tabled	Pass
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Discussion: to table File No. 2013-0103

4/22/13	Parish Council	Tabled.
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62 **2013-0133** (4/8/2013, St. Pierre, Jr., Department of Finance)

An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 3, to roll forward from the 2012 budget construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage for various parish projects that were not completed in 2012.

Legislative History

4/8/13	Parish President	Introduced
4/8/13	Parish Council	Publish/Scheduled PH
4/22/13	Parish Council	PH Requirements Not Satisfied

Finance Director Grant Dussom explained the purpose for the previously requested deviation (the request for a motion to deviate failed due to the lack of a motion), to take up File No. 2013-0103, to occur prior to addressing File No. 2013-0133, and he explained the purpose of Amendment No. 3 so the numbered amendments would be approved sequentially. Mr. Dussom recommended that File No. 2013-0133 be Tabled.

4/22/13	Parish Council	Tabled.	Pass
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Discussion: to Table File No. 2013-0133

76 **2013-0134** (4/8/2013, St. Pierre, Jr., Department of Finance)

An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 4, to add from the 2012 unexpended Roads and Drainage Fund Balance, construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage for various parish projects that were not completed in 2012.

Legislative History

4/8/13	Parish President	Introduced
4/8/13	Parish Council	Publish/Scheduled PH

4/22/13 Parish Council PH Requirements Not Satisfied

Finance Director Grant Dussom explained the purpose for the previously requested deviation (the request for a motion to deviate failed due to the lack of a motion), to take up File No. 2013-0103, to occur prior to addressing File No. 2013-0134, and he explained the purpose of Amendment No. 4 so the numbered amendments would be approved sequentially. Mr. Dussom recommended that File No. 2013-0134 be Tabled.

4/22/13 Parish Council Amended Pass

Amendment: to amend the proposed ordinance in the second WHEREAS to change "... \$14,523,621.00 ..." to read "... \$15,859,776.00 ..."

4/22/13 Parish Council Tabled Pass

Council Discussion

Discussion: to Table File No. 2013-0134 as amended.

PERSONS TO ADDRESS THE COUNCIL

- 92 2013-0159 (5/6/2013)
- Mr. Robert Taylor: 1. Financial impact on residents & businesses from the flood insurance issue,
2. Structure of Town Hall Meetings
- 93 2013-0170 (5/6/2013)
- Mr. David G. Wedge: Parish building boom, and Sunset Drainage District

ORDINANCES FOR RECONSIDERATION BY REASON OF THE PARISH PRESIDENT'S VETO

- 94 2013-0169 (5/6/2013, St. Pierre, Jr.)
- VETO MESSAGE - File No. 2013-0158
- Legislative History:
- 4/30/13 Parish President Forwarded Veto Message Parish Council
- 95 2013-0158 (4/22/2013, Faucheux)
- A resolution formally asking the Parish President to reconsider the vetoed Ordinance No. 13-3-14 approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.
- RESOLUTION NO. 5989
- Legislative History:
- 4/22/13 Council Member(s) Introduced
- 4/22/13 Parish Council Approved Pass
- Councilman Faucheux requested Point of Privilege.
- Councilman Faucheux motioned to deviate from the regular order of the agenda to take up File No. 2013-0158, a matter not on the Agenda.
- Vote on the motion:
- YEAS: FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
- NAYS: SCHEXNAVDRE
- ABSENT: NONE
- Chairman Benedetto questioned whether or not the vote had to be unanimous. Councilman Faucheux questioned whether or not the vote had to be unanimous: after review Mr. Leon C. Vial, III, Legal Services Director in his opinion, he considers that it only takes a favorable majority and not a unanimous vote.
- Councilman Faucheux presented the history of Ordinance No. 13-3-14.
- Council Discussion
- VOTE ON THE PROPOSED RESOLUTION

4/22/13: Parish Council Motion Pass
to return to the regular order of the agenda
4/24/13: Parish President Vetted by the Par. Pres.
Council consideration May 6, 2013 or May 20, 2013
4/30/13: Parish Council Correspondence Received
from Parish President St. Pierre stating reason for his veto

RESOLUTIONS

96 **2013-0171** (5/6/2013, St. Pierre, Jr., Hogan, Schexnaydre, Fletcher, Fisher-Perrier)

A resolution requesting the Louisiana federal legislative delegation request that Congress amend or revise the Biggert-Waters Flood Insurance Reform Act.

Legislative History:

5/6/13 Parish President Introduced

98 **2013-0172** (5/6/2013, Hogan, Schexnaydre, Fauchaux)

A resolution to request the Parish President and the members of the St. Charles Parish Civil Service Board amend Rule 6.0 Hiring Practices; Section 6.03. Employment Offers: a. to add "If financial hardship is born by an employee(s) as a result of the adoption of updated Flood Insurance Rate Maps for St. Charles Parish and the Employee(s) is forced to relocate to another Parish due to the financial hardship, the Civil Service Board shall "Grandfather" the Employee(s) with respect to employment by St. Charles Parish."

Legislative History:

5/6/13 Council Member(s) Introduced

99 **2013-0174** (5/6/2013, Cochran, Hogan)

A resolution to employ Mr. Timothy S. Marcel as Special Legal Counsel to represent the St. Charles Parish Council in the matter of Ordinance No. 13-3-14 and the refusal of the Parish President to execute said Agreement, by whatever legal means necessary, including court action to compel compliance.

Legislative History:

5/6/13 Council Member(s) Introduced

APPOINTMENTS

2013-0113 (4/8/2013)

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

Council Office did not receive Confirmation Questionnaire by April 30, 2013 deadline; Rule 17 - Confirmation Questionnaires must be completed and returned to the Office of the Council Secretary by 4:00 o'clock p.m. on the fourth business day preceding a Parish Council Meeting. Failure to complete or return the questionnaire prior to the deadline shall automatically disqualify the nomination.

Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Barbara Smith. Six (6) year term to begin May 22, 2013 and expire May 22, 2019.

Legislative History

5/21/07 Parish Council Enacted Legislation

*Ms. Barbara Smith appointed to the Hospital Service District on May 21, 2007, per Resolution No. 5440
Term: June 5, 2007 - May 22, 2013*

4/8/13 Parish Council Vacancy Announced

4/22/13 Parish Council Nomination(s) Accepted

Nominee:
Councilman Wilson nominated Ms. Barbara Smith

4/22/13 Parish Council Close Nomination(s) for Pass

100 2013-0114 (4/8/2013)

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

Council will confirm nomination to fill the vacancy created by the expiration of the term of Ms. Betty Portera. Six (6) year term to begin May 22, 2013 and expire May 22, 2019.

Nominee: Ms. Betty Portera

Legislative History

5/21/07 Parish Council Enacted Legislation

*Ms. Betty Portera appointed to the Hospital Service District on May 21, 2007, per Resolution No. 5441
Term: June 5, 2007 - May 22, 2013*

4/8/13 Parish Council Vacancy Announced

4/22/13 Parish Council Nomination(s) Accepted

Nominee:
Councilman Faucheux nominated Ms. Betty Portera

4/22/13 Parish Council Close Nomination(s) for Pass

2013-0146 (4/22/2013)

A resolution to appoint a member to the Planning & Zoning Commission as the District II Representative.

Council Chairman will accept nomination from the District II Councilmember to fill the vacancy created by the expiration of the term of Mr. Neal Chulee. Four (4) year term to begin May 31, 2013 and expire May 31, 2017.

Legislative History

5/18/09 Parish Council Enacted Legislation

*Mr. Neal Chulee appointed to the Planning & Zoning Commission on May 18, 2009, per Resolution No. 5645
Term: May 31, 2009 - May 31, 2013*

4/22/13 Parish Council Vacancy Announced

2013-0147 (4/22/2013)

A resolution to appoint a member to the Planning & Zoning Commission as the District III Representative.

Council Chairman will accept nomination from the District III Councilmember to fill the vacancy created by the expiration of the term of Mr. John R. Gibbs. Four (4) year term to begin May 31, 2013 and expire May 31, 2017.

Legislative History

5/18/09 Parish Council Enacted Legislation

Mr. John R. Gibbs appointed to the Planning & Zoning Commission on May 18, 2009, per Resolution No. 5646 Term: May 31, 2009 - May 31, 2013

4/22/13 Parish Council Vacancy Announced

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2013-0055 (5/6/2013, Benedetto)

Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721

Legislative History

2/18/13 Parish Council Motion Pass
to go into Executive Session

2/18/13 Parish Council Heard in Executive Session

2/18/13 Parish Council Motion Pass
to return to the regular order of the agenda

3/11/13 Parish Council Motion Pass
to go into Executive Session

3/11/13 Parish Council Heard in Executive Session

3/11/13 Parish Council Motion Pass
to return to the regular order of the agenda

3/25/13 Parish Council Motion Pass
to go into Executive Session

3/25/13 Parish Council Heard in Executive Session

3/25/13 Parish Council Motion Pass
to return to the regular order of the agenda

4/8/13 Parish Council Motion Pass
to go into Executive Session

4/8/13 Parish Council Heard in Executive Session

4/8/13 Parish Council Motion Pass
to return to the regular order of the agenda

4/22/13 Parish Council Motion Pass
to go into Executive Session

4/22/13 Parish Council Heard in Executive Session

4/22/13 Parish Council

Motion

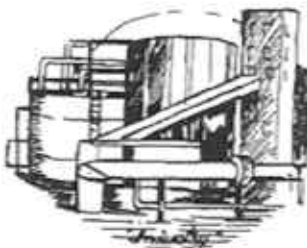
Pass

*to return to the regular order of the agenda***MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.****MEETINGS***COMMUNITY ACTION ADVISORY BOARD: Wednesday, 5/8/13, 7PM, Council Chambers**SUNSET DRAINAGE DISTRICT: Thursday, 5/9/13, 7PM, Council Chambers**911 COMMUNICATIONS DISTRICT: Monday, 5/13/13, 5PM, Council Chambers**CIVIL SERVICE BOARD: Tuesday, 5/14/13, 6:30PM, Council Chambers**ZONING BOARD OF ADJUSTMENT: Thursday, 5/16/13, 7PM, Council Chambers***Accommodations for Disabled**

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

The Parish of St. Charles

May 6, 2013



The St. Charles Parish Council
and the Parish President
Deeply Appreciate
Your Time of Service as

COUNCILWOMAN
DISTRICT II

MARY TASTET

January 28, 2013 – May 6, 2013

"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY TASTET
COUNCILWOMAN, DISTRICT II

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

LARRY COCHRAN
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

May 6, 2013

IN RECOGNITION

WHEREAS, Michael J. Kinler, Jr., is a resident of St. Charles Parish residing in Luling, Louisiana with his parents Michael and Holly Kinler and his sisters Harlie and Hallie; and,

WHEREAS, Michael is a Member of Troop 317, chartered by St. Charles United Methodist Church in Destrehan; he started his Scouting career August 30, 2004; and,

WHEREAS, Michael has spent the last 9 years as an active member of the Scouts spending the last 4 years preparing to become an EAGLE SCOUT; and,

WHEREAS, Michael has earned his 21 merit badges from a list of 130 badges and completed his Eagle Scout Service Project by installing handrails, mid-rails, toe-rails, and a handicapped picnic table on the Bonnet Carre' Spillway handicapped nature trail near the West Guide Levee, with donated materials. He designed and led the construction of his Eagle Scout Project in Memory of St. Charles Parish Sheriff's Lieutenant Mickey Bergeron, a close family friend. His project was accomplished on September 9, 2012; and,

WHEREAS, Michael earned these 21 badges by showing leadership ability as Senior Patrol Leader, Assistant Patrol Leader, Patrol Leader, Quartermaster, Troop Guide and Order of the Arrow Troop Representative; and,

WHEREAS, Michael rose to the rank of EAGLE SCOUT on September 19, 2012, and received his medal in a ceremony on October 15, 2012, at the St. Charles United Methodist Church Fellowship Hall in Destrehan. He also received his Bronze and Gold Eagle Palms and will receive his Silver Palm later this month at the completion of 36 merit badges; and,

WHEREAS, Michael is an Eighth Grade student at R.K. Smith Middle School and will continue to grow as an EAGLE SCOUT by providing leadership as a Troop Instructor for Troop 317.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

MICHAEL J. KINLER, JR.

"PARISH OF TWENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
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Highway Mississippi River.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

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COUNCILMAN, DISTRICT I

MARY TASTET
COUNCILWOMAN, DISTRICT II

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

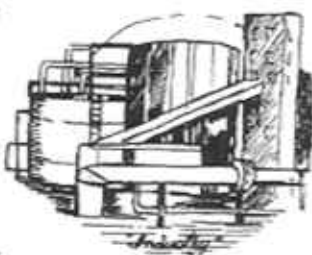
CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

LARRY COCHRAN
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII



The Parish of St. Charles

May 6, 2013

IN RECOGNITION

WHEREAS, St. Charles Herald-Guide is the community newspaper and official journal for St. Charles Parish, Louisiana. It has served the area since 1873 when started by former Governor Michael Hahn; and,

WHEREAS, at the 133rd Annual Louisiana Press Association Convention held April 19-20, 2013, in Baton Rouge, the St. Charles Herald-Guide competed in the largest division in the state against both weekly and daily newspapers; and,

WHEREAS, St. Charles Herald-Guide was named Newspaper of the Year; the top honor given to the best newspaper in Division 4; and,

WHEREAS, St. Charles Herald-Guide also was awarded the following: General Excellence-1st place; Best Front Page-1st place; Best Overall Sports Coverage-1st place; Best News Coverage-3rd place; and,

WHEREAS, individual awards were as follows: Best News Story-2nd place, writer Kyle Barnett; 3rd place, writer Bruce McDonald; Best Sports Story-Honorable Mention, writer Jonathan Menard; Best Headline-Honorable Mention, writer Jonathan Menard; Best Sports Photo-1st and 2nd place, Jonathan Menard; Staff Generated Ad-Black & White-3rd place, Alissa Zeringue; Staff Generated Ad-Color-Honorable Mention, Alissa Zeringue; In-Paper Promotion-1st and 2nd place, Alissa Zeringue.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

ST. CHARLES HERALD-GUIDE NEWSPAPER OF THE YEAR

"PARISH OF PLANTY"
created in 1807 from the country of the
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WENDY BENEDETTO
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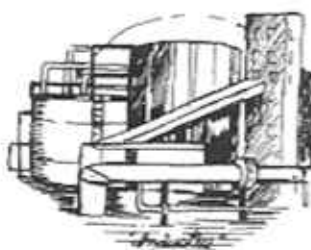
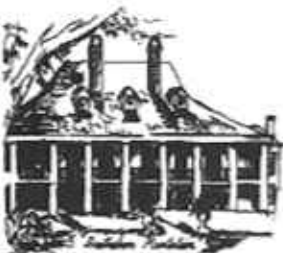
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COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII



The Parish of St. Charles

May 6, 2013

IN RECOGNITION



WHEREAS, Peter Ogden was a free man of color who had sought a charter to establish an Odd Fellow Organization in the United States and was refused by the White Order of Odd Fellows; and,

WHEREAS, through Peter's determination, he wrote to the Committee of Management in London, England and received a charter on March 1, 1843 establishing the Philomathean Order #646; and,

WHEREAS, through Peter's inspiration a group of men from Hahnville, Louisiana obtained a charter establishing the St. Charles Lodge Grand United Order of Odd Fellows #2842 on January 10, 1887; and,

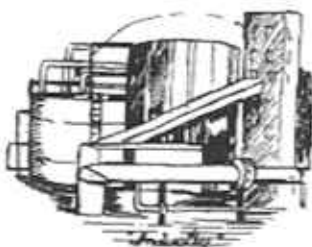
WHEREAS, Hahnville Household of Ruth #1346, the sister organization, was established on May 9, 1899; and,

WHEREAS, Hahnville Juveniles #2405 was established on August 23, 1974 under the Leadership of Hahnville Household of Ruth; and,

WHEREAS, since 1887 the annual observation of Peter Ogden's Day has been a way of celebrating this very special occasion; and,

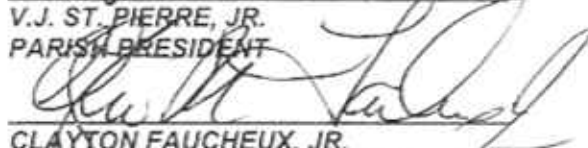
WHEREAS, The Odd Fellows Lodge is one of the oldest Historical Lodges in St. Charles Parish which has been in existence for the past 124 years.

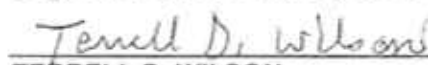
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby recognize St. Charles Lodge Grand United Order of Odd Fellows #2842, Hahnville Household of Ruth #1346, and Hahnville Juveniles #2405 for celebrating this annual historical event on May 12, 2013, in St. Charles Parish.

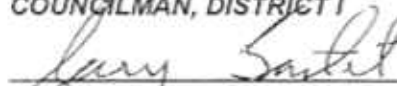


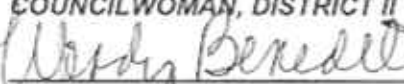
PARISH OF PLENTY
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PARISH PRESIDENT

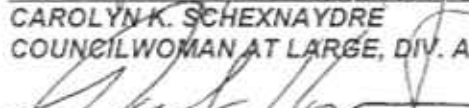

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

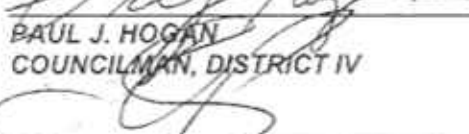

TERRELL D. WILSON
COUNCILMAN, DISTRICT I


MARY TASTET
COUNCILWOMAN, DISTRICT II



WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III


CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A


PAUL J. HOGAN
COUNCILMAN, DISTRICT IV


LARRY COCHRAN
COUNCILMAN, DISTRICT V


TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2013-0167

P R O C L A M A T I O N

WHEREAS, St. Charles Parish held its first Trash Bash litter cleanup and recycling awareness event in the spring of 2009; and,
WHEREAS, it is the desire of the parish administration and council to promote a clean and welcoming parish to residents and visitors alike; and,
WHEREAS, St. Charles Parish towns were invited to participate in the 2013 Cleanest City Contest sponsored by the Louisiana Garden Club Federation; and,
WHEREAS, thanks to the generosity of the German Coast Farmers Market, the towns of Luling and Destrehan were entered into the district level competition and judged on March 28, 2013, post-Trash Bash; and,
WHEREAS, the town of Destrehan came out on top with regard to the judges' scores and will now compete at the state level against the cities of Crowley, Pineville, and Thibodaux, based on population, with judging to take place on May 10, 2013; and,
WHEREAS, St. Charles Parish is proud to compete in the Cleanest City competition to bring awareness to the importance of living in a litter-free community.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM, MAY 10, 2013, AS

"CLEANEST CITY JUDGING DAY"

AND ENCOURAGE ALL BUSINESS OWNERS AND RESIDENTS OF DESTREHAN TO CLEAN THEIR PROPERTIES IN PREPARATION FOR THE JUDGING, WHICH WILL TAKE A CRITICAL LOOK AT THE CLEANLINESS OF RESIDENCES, SCHOOLS, PARKS, BUSINESSES AND MORE.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

MARY TASTET
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

Cleanest City Contest.ppt

2013-0163

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(WORKFORCE INVESTMENT ACT)**

ORDINANCE NO. _____

An ordinance to amend Ordinance No. 09-9-7, a Lease with D.J.V., LLC to house the River Parishes Workforce Investment Board office for St. Charles Parish, to reduce the office area leased and to approve and authorize the execution of said amendment.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 09-9-7 on September 8, 2009, approving a lease for the River Parishes Workforce Investment Office located at 737 Paul Maillard Road, Suite 2A in Luling; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 10-12-14 on December 20, 2010, approving Amendment No. 1 to said lease to reduce the office area leased by the River Parishes Workforce Investment Board; and,

WHEREAS, due to drastic cuts in funding by the State, which resulted in numerous layoffs in the Workforce Development Office, it is necessary to once again reduce the office area leased to meet available funding.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Lease between D.J.V., LLC, and St. Charles Parish for office space to house the River Parishes Workforce Investment Board Office at 737 Paul Maillard Road, Suite A-1, in Luling is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 2 on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

AMENDMENT NO. 2

Lease (Ordinance No. 09-9-7)

BE IT KNOWN, that on this _____ day of _____ 2013, it is hereby agreed that the Lease by and between:

D.J.V., LLC, Post Office Box 26, Luling, LA 70070, and St Charles Parish, 15045 River Road, Post Office Box 302, Hahnville, LA 700657, is hereby amended, effective June 1, 2013, by deleting paragraphs 2, 4, and 5 and replacing them with the following:

A single story building, consisting of approximately 2,578 feet, located at 737 Paul Maillard Road, Suite A-1, Luling, Louisiana (Paragraph 2)

This lease is made for and in consideration of a monthly rental of one thousand, three hundred ninety-two dollars and twenty-five cents (\$1,392.25) per month payable monthly. (Paragraph 4)

The first payment shall be due on June 1, 2013 to D.J.V., LLC, Post Office Box 26, Luling, LA 70070. The succeeding payments shall be due on the first day of each month thereafter. (Paragraph 5)

All other provisions of said Lease shall remain as first written.

ST. CHARLES PARISH

WITNESS:

BY: _____
V.J. St. Pierre, Jr.
Parish President

D.J.V., LLC.

WITNESS:

BY: _____
Stephen O. Vial

2010-0432

INTRODUCED BY: V.J. ST. PIERRE, JR, PARISH PRESIDENT
(WORKFORCE INVESTMENT ACT)ORDINANCE NO. 10-12-14

An ordinance to amend Ordinance No. 09-9-7, a Lease with D.J.V., LLC to house the River Parishes Workforce Investment Board Office for St. Charles Parish, to reduce the office area leased and to approve and authorize the execution of said amendment.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 09-9-7 on September 8, 2009 approving a lease for the River Parishes Workforce Investment Office located at 737 Paul Maillard Road, Suite 2A in Luling; and,

WHEREAS, due to drastic cuts in funding by the State, which resulted in numerous layoffs in the Workforce Development Office, it is necessary to reduce the office area leased to meet available funding.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Lease between D.J.V., LLC. and St. Charles Parish for office space to house the River Parishes Workforce Investment Board Office at 737 Paul Maillard Road, Suite 2A, in Luling is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: BENEDETTO

And the ordinance was declared adopted this 20th day of December, 2010, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

CLVD/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 9:30 amRECD BY: BQJ

**Amendment No. 1
To
Lease
(Ordinance No. 09-9-7)**

BE IT KNOWN, that on this 23rd day of December 2010, it is hereby agreed that the Lease by and between:

D.J.V., LLC, Post Office Box 26, Luling, LA 70070, and St. Charles Parish, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, is hereby amended, effective January 1, 2011, by deleting paragraphs 2, 4, and 5 and replacing them with the following:

A single story building, consisting of approximately 5,146 square feet, located at 737 Paul Maillard Road, Suite 2A, Luling, Louisiana. (Paragraph 2)

This lease is made for and in consideration of a monthly rental of Two Thousand, Five-Hundred Sixty-Four Dollars (\$2,564.00) per month payable monthly. (Paragraph 4)

The first payment shall be due on January 1, 2011 to D.J.V., LLC, Post Office Box 26, Luling, LA 70070. The succeeding payments shall be due on the first day of each month thereafter. (Paragraph 5)

All other provisions of said Lease shall remain as first written.

St. Charles Parish

By: [Signature]
V. J. St. Pierre, Jr.
Parish President

D.J.V., LLC

By: [Signature]
Stephen O. Vial

ATTEST:

Valarie Berthelot
Name: Valarie Berthelot

Timothy J Vial
Name: Timothy J. Vial

2009-0329

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(WORKFORCE INVESTMENT ACT)

ORDINANCE NO. 09-9-7

An ordinance to approve and authorize the execution of a Lease with D.J.V., LLC to house the River Parishes Workforce Investment Board Office for St. Charles Parish.

WHEREAS, the St. Charles Parish office of the River Parishes Workforce Investment Board is currently located at 737 Paul Maillard Road, Suite 2A in Luling; and,

WHEREAS, the current lease expires on September 30, 2009 and it is the desire of the Parish Council to approve the renewal of said lease.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease between D.J.V., LLC, and St. Charles Parish for office space to house the River Parishes Workforce Investment Board is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Lease on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, NUSS
NAYS: NONE
ABSENT: LAMBERT

And the ordinance was declared adopted this 8th day of September, 2009, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]SECRETARY: [Signature]DLVD/PARISH PRESIDENT: September 9, 2009APPROVED: [Signature] DISAPPROVED: PARISH PRESIDENT: [Signature]RETD/SECRETARY: September 10, 2009AT: 10:25 AM RECD BY: [Signature]

LEASE

D.J.V., LLC., P.O. Box 26 Luling, LA 70070 (hereinafter called Lessor) hereby leases to St. Charles Parish, Post Office Box 302, Hahnville, LA 70057 (hereinafter called Lessee), the following premises:

A single story building, consisting of approximately 7,725 square feet, located at 737 Paul Maillard Road, Suites 2A, Luling, Louisiana.

This lease is for the term of five (5) years commencing on the first day of October, Two-Thousand and Nine and ending on the 30th day of September, Two-Thousand Fourteen.

This lease is made for and in consideration of a monthly rental of Three-Thousand Eight-Hundred Fifty-One Dollars and Ninety Five Cents (\$3,851.95) per month payable monthly.

The first payment shall be due on October 1, 2009 to D.J.V., LLC., P.O. Box 26, Luling, LA 70070. The succeeding payments shall be due on the first day of each month thereafter.

The premises herein leased are to be used only for a business office.

The within leased premises and appurtenances, including the locks, keys, plumbing, glass, air-conditioning and heating system, and all other fixtures, are accepted by the Lessee in their present condition. The Lessee agrees to keep them in the same order as received during the term of this lease and no repairs shall be due Lessee except such as may be especially noted herein; Lessor shall maintain the roof, the structure and any repairs rendered necessary by fire or other casualty; Lessee agrees to pay all bills for water, gas, lights, and other service, and the comply at the Lessee's expense with all ordinances and laws, now existing or to be enacted, and at the termination or cancellation of this lease to return the premises broom clean and free from trash, and in like good order as received by actual delivery of the keys to Lessor, the usual decay, wear and tear excepted.

Lessee shall maintain liability insurance to the extent of \$500,000.00.

Lessee is obligated not to make any additions or alterations whatever to the premises without written permission. All additions, alterations or improvements made by Lessee with or without consent of Lessor, no matter how attached (except movable trade fixtures), must remain the property of Lessor, unless otherwise stipulated herein, Lessee, however expressly waiving all right to compensation therefore. The Lessor, at his option, may require the building to be replaced in its original condition.

Lessor shall have the right to enter the premises at any time for the purpose of making repairs necessary for the preservation of the property.

Lessee assumes responsibility for the condition of the premises and Lessor will not be responsible for damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or by any vices or defects of the leased property, of the consequences thereof, except in the case of positive neglect of failure to take action toward the remedying of such defects within reasonable time after having received written notice from Lessee of such defects and the damage caused thereby. Should Lessee fail to promptly notify Lessor in writing of any such defects, Lessee will become responsible for any damages resulting to Lessor or other parties.

At the expiration of this lease, or its termination for other causes, Lessee is obligated to immediately surrender possession, and should Lessee fail to do so, he consents to pay any and all damages. Should Lessor allow or permit Lessee to remain in the leased premises after the expiration or termination of the lease, this shall not be construed as an extension of this lease.

Lessee is obligated to put nothing in the leased premises nor to do anything which would forfeit the insurance, and should any installation made or action taken by Lessee, whether authorized under this lease, increase the rate of insurance on the building or contents as fixed by the Louisiana Fire Prevention Bureau, or any similar institution, then Lessee is obligated to pay such increased rate of insurance on building and all contents. Should the Lessee's occupancy or business render the Lessor unable to secure proper insurance, then Lessee hereby grants to Lessor the option of canceling this lease, Lessee waiving all delays, and agreeing to surrender possession at once, if notified by Lessor to do so.

Should the Lessee at any time violate any of the conditions of this lease, or discontinue the use of premises for the purpose for which they are rented, or fail to pay the rent, water bill, or other expenses assumed under this lease, punctually at maturity, as stipulated, the rent for the whole unexpired term of this lease shall at once become due and payable, or Lessor may immediately cancel this lease, or to proceed for past due installments only, reserving its right to later proceed for the remaining installments, all without putting Lessee in default, Lessee to remain responsible for damages or losses suffered by Lessor.

If through no fault, neglect, or design of Lessee, the premises are destroyed by fire or damages to such an extent as to render them wholly unfit for occupancy, then this lease shall be canceled. If, however, the premises can be repaired within 120 days from date of fire or casualty, then this lease shall not be canceled, and Lessor shall notify Lessee within 30 days from date of fire or casualty that Lessor will repair the damage, and Lessee shall be entitled only to such a reduction or remission of rent as shall be just and proportionate.

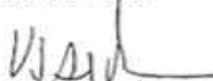
All notices to be given under the terms of this lease shall be in writing addressed to Lessor or Lessee at the address appearing in this lease.

The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided herein, this lease shall be governed by the ordinances of the Parish of St. Charles, and the laws of the State of Louisiana.

In the event that funds shall not be appropriated and shall not otherwise be available for any fiscal period of St. Charles Parish following its current fiscal year, for the lease of the offices St. Charles Parish may terminate this lease as of the last day for which funds were appropriated, by giving 30 days prior written notice of termination, upon such action St. Charles Parish's obligation to make any payments that become due after the effective date of termination shall cease.

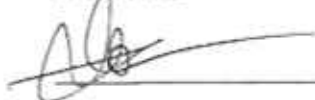
This lease is made and signed in triplicate, in the Parish of St. Charles, State of Louisiana, this 15th day of Sept, 2009.

St. Charles Parish



V. J. St. Pierre, Jr.
Parish President

D.J.V., LLC



2013-0173

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(BOND COUNSEL)**

ORDINANCE NO.

An ordinance providing for the issuance and sale of Two Million Six Hundred Twenty Thousand Dollars (\$2,620,000) of Sales Tax Refunding Bonds, Series 2013 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof; fixing certain details of the Bonds, and providing for other matters in connection therewith.

WHEREAS, the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), adopted Ordinance No. 03-5-19 on May 19, 2003 authorizing the issuance of Four Million Seven Hundred Thirty-Five Thousand Dollars (\$4,735,000) of Sales Tax Bonds, Series 2003 (the "Series 2003 Bonds"), payable from a pledge and dedication of a 3/8% sales and use tax approved at an election held on April 30, 1983 (the "Tax"); and

WHEREAS, the Issuer has found and determined that the refunding of \$2,910,000 of the Series 2003 Bonds, consisting of those Series 2003 Bonds which mature July 1, 2014 to July 1, 2023, inclusive (the "Refunded Bonds"), would be financially advantageous to the Issuer; and

WHEREAS, pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, the Issuer desires by this ordinance to provide for the issuance and sale of Two Million Six Hundred Twenty Thousand Dollars (\$2,620,000) principal amount of its sales tax refunding bonds, to be designated "Sales Tax Refunding Bonds, Series 2013" (the "Bonds"), for the purpose of refunding the Refunded Bonds and paying the costs of issuance therefor, and to specify the terms and conditions of the Bonds; and

WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made for the payment of the principal, interest and redemption premium, of the Refunded Bonds described in Exhibit A hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to a Notice of Call for Redemption; and

WHEREAS, the Louisiana State Bond Commission has approved the sale and issuance of the Bonds;

NOW THEREFORE, BE IT ORDAINED by the St. Charles Parish Council, acting as the governing authority of the Parish of St. Charles, State of Louisiana, that:

ARTICLE 1.
DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions. The following terms shall have the following meanings unless the context otherwise requires:

"Act" shall mean Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority.

"Additional Parity Bonds" shall mean any additional pari passu bonds which may hereafter be issued pursuant to Section 8.1 hercof on a parity with the Bonds.

"Bond" or "Bonds" shall mean any or all of the Sales Tax Refunding Bonds, Series 2013, of the Issuer, issued pursuant to the Bond Ordinance, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond.

"Bond Counsel" shall mean an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bond Obligation" shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.

"Bond Ordinance" shall mean this ordinance, as further amended and supplemented as herein provided.

"Business Day" shall mean a day of the year other than a day on which banks located in the city in which the principal offices of the Paying Agent is located, is required or authorized to remain closed and on which the New York Stock Exchange is closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the Issuer, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of Bonds.

"Debt Service" for any period shall mean, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Bonds and (ii) the principal amount of Bonds which mature during such period.

"Defeasance Obligations" shall mean cash, or non-callable Government Securities.

"Executive Officers" shall mean collectively the Parish President and Secretary of the St. Charles Parish Council.

"Fiscal Year" shall mean the one-year period commencing on January 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" shall mean the St. Charles Parish Council, or its successor in function.

"Government Securities" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Interest Payment Date" shall mean January 1 and July 1 of each year, commencing January 1, 2014.

"Issuer" shall mean the Parish of St. Charles, State of Louisiana.

"Net Revenues of the Tax" shall mean the avails or proceeds of the Tax received by the Issuer, after provision has been made for the payment therefrom of all of the reasonable and necessary costs and expenses of collecting the Tax.

"Outstanding", when used with reference to the Bonds, shall mean, as of any date, all Bonds theretofore issued under the Bond Ordinance, except:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the Owners of such Bonds with the effect specified in this Bond Ordinance, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Bond Ordinance, to the satisfaction of the Paying Agent, or waived;

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Bond Ordinance; and

(d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in the Bond Ordinance or by law.

"Owner" shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent.

"Paying Agent" shall mean _____, in the City of _____, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Bond Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Purchaser" shall mean _____, of _____, Louisiana, the original purchaser of the Bonds.

"Record Date" shall mean, with respect to an Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a Business Day.

"Redemption Price" shall mean, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to this Bond Ordinance.

"Refunded Bonds" shall mean the Issuer's outstanding Sales Tax Bonds, Series 2003, maturing July 1, 2014 to July 1, 2023, inclusive.

"State" shall mean the State of Louisiana.

"Tax" means the 3/8% sales and use tax now being levied and collected by the Issuer pursuant to an election held on April 30, 1983.

"Tax Ordinance" means an Ordinance adopted by the Governing Authority on May 16, 1983, effective June 1, 1983.

SECTION 1.2 Interpretation.

In this Bond Ordinance, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE 2 AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1 Authorization of Bonds. (a) This Bond Ordinance creates a series of Bonds of the Issuer to be designated "Sales Tax Refunding Bonds, Series 2013, of the Parish of St. Charles, State of Louisiana" and provides for the full and final payment of the principal or redemption price of and interest on all of the Bonds.

(b) The Bonds issued under this Bond Ordinance shall be issued for the purpose of refunding the Refunded Bonds, together with other available moneys of the Issuer, in order to

provide for the payment of the principal of, premium, if any, and interest on the Refunded Bonds as they mature.

(c) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the aforesaid Refunded Bonds

SECTION 2.2 Bond Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Ordinance.

SECTION 2.3 Obligation of Bonds. The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Net Revenues of the Tax. The Net Revenues of the Tax are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal, premium, if any, and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. All of the Net Revenues of the Tax shall be set aside in a separate fund, as hereinafter provided, and shall be and remain pledged for the security and payment of the Bonds and any Additional Parity Bonds issued pursuant to Section 8.1 hereof, in principal, premium, if any, and interest and for all other payments provided for in this Bond Ordinance until such bonds shall have been fully paid and discharged.

SECTION 2.4 Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized the issuance of Two Million Six Hundred Twenty Thousand Dollars (\$2,620,000) principal amount of Bonds of the Issuer to be designated "Sales Tax Refunding Bonds, Series 2013, of the Parish of St. Charles, State of Louisiana," for the purpose of refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in Exhibit B hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Ordinance.

SECTION 2.5 Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple thereof within a single maturity, and shall be numbered R-1 upwards.

The Bonds shall be dated the date of delivery, shall mature on July 1 in the years and in the principal amounts and shall bear interest, payable on the Interest Payment Dates, at the rates per annum, as follows:

DATE (JULY 1)	PRINCIPAL PAYMENT	INTEREST RATE	DATE (JULY 1)	PRINCIPAL PAYMENT	INTEREST RATE
2014	\$220,000		2019	\$265,000	
2015	230,000		2020	275,000	
2016	240,000		2021	285,000	
2017	250,000		2022	295,000	
2018	255,000		2023	305,000	

SECTION 2.6 Payment of Principal and Interest. The principal of the Bonds is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to each Owner (determined as of the close of business on the applicable Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the Issuer shall default in the payment of the interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The Person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE 3 GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1 Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond Ordinance to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds. Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Bonds of authorized denomination of the same maturity and like aggregate principal amount. At the option of the Owner, Bonds may be exchanged for other Bonds of authorized denominations of the same maturity and like aggregate principal amount, upon surrender of the Bonds to be exchanged at the principal corporate trust office of the Paying Agent. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Owner making the exchange shall be entitled to receive. All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Bond Ordinance as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the Issuer and the Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the Person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Issuer and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 15th calendar day of the month next preceding an Interest Payment Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

SECTION 3.2 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the Issuer may in its discretion adopt a resolution or ordinance and thereby authorize the issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly cancelled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the Issuer and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and the Paying Agent an indemnity bond in favor of the Issuer and the Paying Agent in such amount as the Issuer may require, (iii) compliance with such other reasonable regulations and conditions as the Issuer may prescribe and (iv) paying such expenses as the Issuer and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This bond is issued to replace a lost, cancelled or destroyed bond under the authority of R.S. 39:971 through 39:974."

Such duplicate Bond may be signed by the facsimile signatures of the same officers who signed the original Bonds, provided, however, that in the event the officers who executed the original Bonds are no longer in office, then the new Bonds may be signed by the officers then in office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Bonds hereunder, the obligations of the Issuer upon the duplicate Bonds being identical to its obligations upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those conferred by the original Bonds.

SECTION 3.3 Preparation of Definitive Bonds, Temporary Bonds. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds.

SECTION 3.4 Cancellation of Bonds. All Bonds paid or redeemed either at or before maturity, together with all Bonds purchased by the Issuer, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Secretary of the Governing Authority an appropriate certificate of cancellation.

SECTION 3.5 Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the Executive Officers of the Issuer, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the Issuer may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 3.6 Registration by Paying Agent and Secretary of State. (a) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in Exhibit B hereto shall have been duly manually executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under this Bond Ordinance.

(b) The Bonds shall also be registered with the Secretary of State of the State of Louisiana (which registration shall be by manual signature on the bonds issued upon original issuance of the Bonds and by facsimile signature on Bonds exchanged therefor) and shall have endorsed thereon the following:

"OFFICE OF SECRETARY OF STATE
STATE OF LOUISIANA
BATON ROUGE

Incontestable. Secured by a pledge and dedication of a sales and use tax in the Parish of St. Charles, State of Louisiana. Registered this _____ day of _____, 2013.

Secretary of State"

SECTION 3.7 Regularity of Proceedings. The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to-wit:

"It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State."

**ARTICLE 4
PAYMENT OF BONDS; DISPOSITION OF FUNDS**

SECTION 4.1 Deposit of Funds With Paying Agent. The Issuer covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from the Net Revenues of the Tax or other funds available for such purpose, at least five (5) days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal, premium, if any, and interest so falling due on such date.

SECTION 4.2 Issuer Obligated to Collect Tax. In compliance with the laws of Louisiana, the Issuer, through its governing authority, by proper ordinances and/or resolutions, is obligated to cause the Tax to continue to be levied and collected until all of the Bonds have been retired as to both principal and interest, and further shall not discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which the Bonds have been issued, nor in any way make any change which would diminish the amount of the revenues of the Tax to be received by the Issuer until all of the Bonds have been retired as to both principal and interest.

SECTION 4.3 Funds and Accounts. In order that the principal of and the interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer further covenants as follows:

All avails or proceeds derived from the levy and collection of the Tax shall be deposited daily as the same may be collected to the credit of the Issuer, in a separate and special bank account established and maintained with the regularly designated fiscal agent of the Issuer and designated as the "Three- Eighths of One Percent Sales Tax Fund" (hereinafter called the "Sales Tax Fund").

Out of the funds on deposit in the Sales Tax Fund, the Issuer shall first pay all reasonable and necessary expenses of collection and administration of the Tax. After payment of such expenses, the remaining balance of the proceeds of the Tax shall constitute a dedicated fund of the Issuer, from which appropriations and expenditures by the Issuer shall be made solely for the purposes designated in the proposition authorizing the levy of the Tax, including the payment of Bonds, which Sales Tax Fund shall be administered and used in the following order of priority and for the following express purposes:

- (a) The maintenance of the "Three-Eighths of One Percent Public Improvement Sales Tax Bond Sinking Fund" (hereinafter called the "Sinking Fund"), sufficient in amount to pay promptly and fully the principal of and interest on the Bonds and any Additional Parity Bonds, in the manner provided by this Bond Ordinance, as they severally become due and payable, by transferring from the Sales Tax Fund to the regularly designated fiscal agent of the Issuer, monthly, in advance on or before the 20th day of each month of each year, a sum equal to one-sixth ($1/6$) of the interest falling due on the next Interest Payment Date and one-twelfth ($1/12$) of the principal falling due on the next principal payment date on the Bonds, together with such additional proportionate sum as may be required to pay said principal and interest and all paying agent, bond registration and transfer fees and costs as the same respectively become due. Said fiscal agent bank shall transfer from the Sinking Fund to the paying agent three (3) days in advance of the date of which payment of principal or interest falls due, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

Additional Parity Bond ordinances may provided for the establishment of one or more reserve funds. Such reserve funds may be funded from the proceeds of the Additional Parity Bonds or from monthly payments from the Sales Tax Fund after all required payments to the Sinking Fund for such month shall have been made. Any such reserve funds shall be used solely for the purpose of paying the principal and interest falling due on the Additional Parity Bonds authorized by such ordinance.

All moneys remaining in the Sales Tax Fund on the 20th day of each month and after making the required payments into the Sinking Fund for the current month and for prior months during which the required payments may not have been made, shall be considered as surplus. Such surplus may be used by the Issuer for any of the purposes for which the imposition of the Tax is authorized or for the purpose of retiring Bonds in advance of their maturities.

SECTION 4.4 Funds to Constitute Trust Funds. The Sales Tax Fund and the Sinking Fund, provided for in Section 4.3 hereof shall all be and constitute trust funds for the purposes provided in this Bond Ordinance, and the Owners of Bonds issued pursuant to this Bond Ordinance are hereby granted a lien on all such funds until applied in the manner provided herein. The moneys in such funds shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State.

SECTION 4.5 Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 4.3, Government Securities shall be valued at the market price, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually.

ARTICLE 5 REDEMPTION OF BONDS

SECTION 5.1 Redemption of Bonds. The Bonds are not callable for redemption prior to their stated maturities.

ARTICLE 6 PARTICULAR COVENANTS

SECTION 6.1 Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal or redemption price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 6.2 Tax Covenants. (a) To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

(b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, as from time to time amended, or any successor provision thereto.

SECTION 6.3 Obligation to Collect Tax. The Issuer recognizes that the governing authority of the Issuer is bound under the terms and provisions of law, to levy, impose, enforce and collect the Tax and to provide for all reasonable and necessary rules, regulations, procedures and penalties in connection therewith, including the proper application of the proceeds of the Tax, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the governing authority of the Issuer from altering, amending or repealing from time to time as may be necessary the ordinances adopted providing for the levying, imposition, enforcement and collection of the Tax or any subsequent ordinance providing therefor, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the revenues from the Tax. The ordinances imposing the Tax and pursuant to which the Tax are being levied, collected and allocated, and the obligation to continue to levy, collect and allocate the Tax and to apply the revenues therefrom in accordance

with the provisions of this Bond Ordinance, shall be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana, or the Issuer may discontinue or decrease the Tax or permit to be discontinued or decreased the Tax in anticipation of the collection of which the Bonds have been issued, or in any way make any change in such Tax which would diminish the amount of the sales tax revenues to be received by the Issuer, until all of such Bonds shall have been retired as to both principal and interest.

SECTION 6.4 Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the Issuer shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the collection of the Tax, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the Issuer from loss.

SECTION 6.5 Issuer to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the revenues of the Tax, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State of Louisiana (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements made for the account of the aforesaid Sales Tax Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds. The Issuer further agrees that the Paying Agent and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the Issuer relating to the Tax.

ARTICLE 7 SUPPLEMENTAL BOND ORDINANCES

SECTION 7.1 Supplemental Ordinances Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, an ordinance supplemental hereto may be adopted, which, upon the filing with the Paying Agent of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the Issuer in the Bond Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect;

(b) to add to the limitations and restrictions in the Bond Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect;

(c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of the Bond Ordinance, but only if the surrender of such right, power or privilege is not

contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Bond Ordinance;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Ordinance; or

(e) to insert such provisions clarifying matters or questions arising under the Bond Ordinance as are necessary or desirable and are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect.

SECTION 7.2 Supplemental Ordinances Effective With Consent of Owners. Except as provided in Section 7.1 any modification or amendment of the Bond Ordinance or of the rights and obligations of the Issuer and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental ordinance, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy and collect the Tax for the payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of either the Paying Agent without its written assent thereto. For the purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Bond Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds. A supplemental ordinance, upon the filing with the Paying Agent of a certified copy thereof, shall become fully effective in accordance with its terms.

ARTICLE 8 ADDITIONAL PARITY BONDS

SECTION 8.1 Issuance of Additional Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the avails or proceeds of the Tax despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the avails or proceeds of the Tax having priority over or parity with the Bonds, except that bonds may hereafter be issued on a parity with the Bonds under the following conditions:

(A) The Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded with the consent of the owners thereof (except that as to Bonds which have been properly called for redemption and provisions made for the payment thereof, such consent shall not be necessary) and the refunding Bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues that may have been enjoyed by the Bonds refunded, provided, however, that if only a portion of Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any Fiscal Year in excess of the principal and interest which would have been required in such Fiscal Year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the

unrefunded portion of the Bonds issued hereunder, unless they qualify as Additional Parity Bonds under (B) below.

(B) Additional Parity Bonds may be issued, and such Additional Parity Bonds shall be on a parity with the Bonds herein authorized if all of the following conditions are met:

- (a) The average annual revenues derived by the Issuer from the Tax, for the calendar year immediately preceding the issuance of the additional bonds must have been not less than two (2) times the highest combined principal and interest requirements for any succeeding calendar year period on all bonds then outstanding, including any pari passu additional bonds theretofore issued and then outstanding, and any other bonds or other obligations whatsoever then outstanding which are payable from the Tax (but not including bonds which have been refunded or provision otherwise made for their full payment and redemption) and the additional bonds so proposed to be issued;
- (b) The payments to be made into the various funds provided for in Section 4.3 hereof must be current;
- (c) The existence of the facts required by paragraphs (a) and (b) above must be determined and certified to by the Finance Director of the Parish of St. Charles or by an independent certified public accountant.
- (d) The Additional Parity Bonds must be payable as to principal on July 1st of each year in which principal falls due, beginning not later than three (3) years from the date of issuance of said Additional Parity Bonds and payable as to interest on January 1st and July 1st of each year; and
- (e) No Additional Parity Bonds may be issued should any event of default under the Bond Ordinance have occurred and be continuing.

ARTICLE 9 REMEDIES ON DEFAULT

SECTION 9.1 Events of Default. If one or more of the following events (in this Bond Ordinance called "Events of Default") shall happen, that is to say, if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Ordinance, any supplemental ordinance or in the Bonds contained and such default shall continue for a period of thirty (30) days after written notice thereof to the Issuer by the Owners of not less than 25% of the Bond Obligation (as defined in the Ordinance); or if the Issuer shall file a petition

or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law.

ARTICLE 10 CONCERNING FIDUCIARIES

SECTION 10.1 Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Ordinance. The designation of _____, in the City of _____, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Issuer.

SECTION 10.2 Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority and (ii) have a reported capital and surplus of not less than \$10,000,000.

ARTICLE 11 MISCELLANEOUS

SECTION 11.1 Defeasance. (a) If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest and redemption premium, if any, to become due thereon, and any amounts which may be then payable by the Issuer with respect to the Bonds, at the times and in the manner stipulated therein and in the Bond Ordinance, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to the Bond Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Bonds or interest installments for the payment or redemption of which Defeasance Obligations shall have been set aside and shall be held in trust by the Paying Agent or an escrow agent (through deposit by the Issuer of funds for such payment or redemption or otherwise) at a maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section. Any Bond shall, prior to maturity or the redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if in case such Bond is to be redeemed on any date prior to its maturity, the Issuer shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give notice of redemption as provided in Article 5 of this Bond Ordinance, there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal or applicable redemption price thereof, together with all accrued interest and the adequacy of the Defeasance Obligations so deposited to pay when due the principal or applicable redemption price and all

accrued interest shall have been verified by an independent certified public accountant. Neither Defeasance Obligations deposited pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest to become due on the Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

SECTION 11.2 Evidence of Signatures of Owners and Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which the Bond Ordinance may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, or the ownership by any person of the Bonds shall be sufficient for any purpose of the Bond Ordinance (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

- (1) the fact and date of the execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;
- (2) the ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent.

(b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or the Paying Agent in accordance therewith.

SECTION 11.3 Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

SECTION 11.4 Parties Interested Herein. Nothing in the Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Paying Agent and the Owners of the Bonds any right, remedy or claim under or by reason of the Bond Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Bond

Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Owners of the Bonds.

SECTION 11.5 No Recourse on the Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Ordinance against any member of the Governing Authority or officer of the Issuer or any person executing the Bonds.

SECTION 11.6 Successors and Assigns. Whenever in this Bond Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Bond Ordinance contained by or on behalf of the Issuer shall bind and enure to the benefit of its successors and assigns whether so expressed or not.

SECTION 11.7 Subrogation. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof shall be subrogated to all the rights and remedies against the Issuer had and possessed by the owner or owners of the Refunded Bonds.

SECTION 11.8 Severability. In case any one or more of the provisions of the Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance or of the Bonds, but the Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Ordinance which validates or makes legal any provision of the Bond Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to the Bond Ordinance and to the Bonds.

SECTION 11.9 Publication of Bond Ordinance; Peremption. This Bond Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication. For thirty (30) days after the date of publication, any person in interest may contest the legality of this Bond Ordinance, any provision of the Bonds, the provisions therein made for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to the authorization and issuance of the Bonds. After the said thirty days, no person may contest the regularity, formality, legality or effectiveness of the Bond Ordinance, any provisions of the Bonds to be issued pursuant hereto, the provisions for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to their authorization and issuance, for any cause whatever. Thereafter, it shall be conclusively presumed that the Bonds are legal and that every legal requirement for the issuance of the Bonds has been complied with. No court shall have authority to inquire into any of these matters after the said thirty days.

SECTION 11.10 Execution of Documents. In connection with the issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Ordinance, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 11.11 Recordation. A certified copy of this Bond Ordinance shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of St. Charles, State of Louisiana.

SECTION 11.12 Disclosure Under SEC Rule 15c2-12. It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c-2-12(b) of the Securities and Exchange Commission [17CFR '240, 15c2-12(b)], because;

- (a) the Bonds are not being purchased by a broker, dealer, or municipal securities dealer acting as an underwriter in a primary offering of municipal securities, and
- (b) the Bonds are being sold to only one financial institution (i.e, no more than thirty-five persons) which (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Bonds and (ii) is not purchasing the Bonds for more than one account or with a view to distributing the Bonds.

SECTION 11.13 Bonds are Bank-Qualified . The Bonds are designated as Aqualified tax-exempt obligations® within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that,

- (a) the Bonds are not Aprivate activity bonds® within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2013 does not exceed \$10,000,000.

ARTICLE 12 SALE OF BONDS; APPLICATION OF PROCEEDS

SECTION 12.1 Sale of Bonds. The Bonds are hereby sold to the Purchaser at the price and under the terms and conditions set forth in the commitment letter attached hereto as Exhibit C.

SECTION 12.2 Application of Funds. There is hereby authorized and directed the application of the proceeds from the sale of the Bonds to the costs of issuance thereof and the remainder, along with the contribution from the Issuers reserve fund, to the payment of the Refunded Bonds in principal, interest and premium.

ARTICLE 13
REDEMPTION OF REFUNDED BONDS

SECTION 13.1 Call for Redemption. Subject only to the delivery of the Bonds, \$2,910,000 principal amount of the Issuer's Sales Tax Bonds, Series 2003, consisting of all of said bonds due July 1, 2014 to July 1, 2023, inclusive, are hereby called for redemption on July 1, 2013, at the principal amount thereof, plus a premium equal to 1-1/2% of each such bond so redeemed, and accrued interest to the date of redemption, in compliance with the Bond Ordinances authorizing their issuance.

SECTION 13.2 Notice of Redemption. In accordance with the Bond Ordinance authorizing the issuance of the Series 2003 Bonds, a notice of redemption in substantially the form attached hereto as Exhibit D, shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent.

This ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted on this, the 20th day of May, 2013, to become effective five (5) days after publication in the official journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

EXHIBIT A TO BOND ORDINANCE

OUTSTANDING BONDS TO BE REFUNDED

SALES TAX BONDS, SERIES 2003

<u>DATE</u> <u>(JULY 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>
2014	\$235,000	3.30%
2015	245,000	3.40
2016	255,000	3.50
2017	270,000	3.65
2018	280,000	3.75
2019	295,000	3.85
2020	310,000	4.00
2021	325,000	4.00
2022	340,000	4.00
2023	355,000	4.10

Those bonds maturing July 1, 2014 to July 1, 2023, inclusive, will be called for redemption on July 1, 2013, at the principal amount thereof and accrued interest to the redemption date plus a premium equal to one and one-half percent (1-1/2%) of the principal amount so redeemed.

EXHIBIT B TO THE
BOND ORDINANCE

(FORM OF FACE OF BONDS)

NO. R- _____

PRINCIPAL AMOUNT: \$ _____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

SALES TAX REFUNDING BOND, SERIES 2013
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA

Bond Date	Maturity Date	Interest Rate
July 1, 2013	July 1, _____	_____%

THE PARISH OF ST. CHARLES, STATE OF LOUISIANA (the "Issuer"),
promises to pay, but only from the source and as hereinafter provided, to

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above, or from the most recent interest payment date to which interest has been paid or duly provided for, payable on January 1 and July 1 of each year, commencing January 1, 2014 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond, upon maturity, is payable in such coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts at _____, in the City of _____, Louisiana, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner hereof. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the hereinafter defined Bond Ordinance, be paid to the person in whose name this Bond is registered as of the close of business on the Record Date (which is the 15th calendar day of the month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in the name of the Issuer by the facsimile signatures of the Parish President and Council Secretary of said governing authority, and a facsimile of the corporate seal of the Issuer to be imprinted hereon.

PARISH OF ST. CHARLES, STATE OF LOUISIANA

Council Secretary
St. Charles Parish Council

Parish President
Parish of St. Charles, State of Louisiana

(SEAL)

* * * * *

This Bond is one of an authorized issue of Sales Tax Refunding Bonds, Series 2013, aggregating in principal the sum of Two Million Six Hundred Twenty Thousand Dollars (\$2,620,000) (the "Bonds"), said Bonds having been issued by the Issuer pursuant to an ordinance adopted on May 20, 2013(the "Bond Ordinance"), for the purpose of refunding the July 1, 2014 to July 1, 2023, inclusive, maturities of the Issuer's outstanding Sales Tax Refunding Bonds, Series 2003 (the "Refunded Bonds") and paying the costs of issuance of the Bonds, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a single maturity. As provided in the Bond Ordinance, and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination.

Subject to the limitations and requirements provided in the Bond Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal corporate trust office of the Paying Agent as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds will not be callable for redemption prior to their stated maturity dates.

This Bond and the issue of which it forms a part are payable as to both principal and interest solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the Issuer's three-eighths of one percent (3/8%) sales and use tax (the "Tax") authorized at an election held within the corporate boundaries of the Issuer on April 30, 1983, subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, all as provided in the Bond Ordinance, and this Bond does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of the revenues of the Tax to be received by the Issuer until all of such Bonds shall have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and provisions permitting the issuance of pari passu additional bonds under certain conditions, reference is hereby made to the Bond Ordinance.

The Bond Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer with the consent of the owners of a majority of the Bond Obligation, as defined in the Bond Ordinance.

This Bond and the issue of which it forms a part have been duly registered with the Secretary of State of Louisiana as provided by law.

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within mentioned Bond Ordinance.

NAME OF BANK
_____, Louisiana
as Paying Agent

Date of Registration: _____ By: _____
Authorized Officer

* * * * *

(FORM OF SECRETARY OF STATE ENDORSEMENT)

OFFICE OF SECRETARY OF STATE
STATE OF LOUISIANA
BATON ROUGE

Incontestable. Secured by a pledge and dedication of a sales and use tax in the
Parish of St. Charles, State of Louisiana. Registered this ____ day of
_____, 2013.

Secretary of
State

* * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security
or other Identifying Number of Assignee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney or agent to transfer the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT C
TO BOND ORDINANCE

OFFER TO PURCHASE

_____, 2013

Honorable Parish Council
Parish of St. Charles, State of Louisiana
Hahnville, Louisiana

Re: \$2,620,000 of Sales Tax Refunding Bonds, Series
2013, of the Parish of St. Charles, State of Louisiana

Please accept this offer to purchase the following refunding bonds upon the terms and conditions outlined below:

- 1. Issuer and Amount: \$2,620,000 aggregate principal amount of Sales Tax Refunding Bonds, Series 2013, of the Parish of St. Charles, State of Louisiana (the Issuer).
- 2. Purpose of Issue: To refund the callable maturities of the Issuer's Sales Tax Bonds, Series 2003, being those 2003 Bonds maturing July 1, 2014 to July 1, 2023, inclusive.
- 3. Authority for Issue: Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.
- 4. Dated Date of Bonds: Date of delivery.
- 5. Form of Bonds: The Bonds will be issued in the form of a single typewritten bond for each maturity, in fully registered form.
- 6. Interest Payments: Semi-annually on January 1 and July 1, commencing January 1, 2014, based on a 30/360 day year.
- 7. Interest Rate and Principal Payments: (NOT TO EXCEED 5%) The Bonds will bear interest at the interest rate and mature in installments due on July 1 of each year as follows:

DATE (JULY 1)	PRINCIPAL AMOUNT	INTEREST RATE
2014	\$220,000	_____ %
2015	230,000	_____ %
2016	240,000	_____ %
2017	250,000	_____ %
2018	255,000	_____ %
2019	265,000	_____ %
2020	275,000	_____ %
2021	285,000	_____ %
2022	295,000	_____ %
2023	305,000	_____ %

8. Prepayment Provisions: The Bonds will not be callable for redemption prior to their stated maturity dates.
9. Security: The Bonds will be secured by and payable solely from and secured by an irrevocable pledge and dedication of the Issuer's three-eighths of one percent (3/8%) sales and use tax, authorized at an election held within the corporate boundaries of the Issuer on April 30, 1983 (the ATax®), subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax.
10. Paying Agent Bank: _____, of _____, Fees _____ will/_____ will not be due the Paying Agent for serving in this capacity. (If fees are to be due Paying Agent, schedule of fees is to be attached hereto and form a part of the proposal).
11. Legal Opinion: Legal opinion of Foley & Judell, L.L.P., as to the due authorization, validity and federal tax-exemption of interest on the Bonds will be required.
12. Bank Eligibility: The Bonds will be designated as Aqualified tax-exempt obligations® under Section 265(b) of the Internal Revenue Code of 1986, as amended.
13. Investment Letter: The undersigned will sign an investment letter indicating that it has made a full investigation of the security for the issue and has not relied upon or requested that any disclosure document be prepared by or on behalf of the Issuer, and further that it is purchasing the Bonds without any intention to sell any portion thereof to any person other than another financial institution.
14. Continuing Disclosure: It is understood that, with respect to the Bonds, the Issuer will not be required to comply with continuing disclosure requirements of SEC Rule 15c2-12(b).
16. Delivery: On or about July 1, 2013.

Yours very truly,

By: _____
Title: _____

ACCEPTED BY THE PARISH OF ST.
CHARLES, STATE OF LOUISIANA, ON MAY
20, 2013.

By:

Secretary

NOTICE OF CALL FOR REDEMPTION

SALES TAX BONDS, SERIES 2003
(MATURING JULY 1, 2014 to JULY 1, 2023)
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA

NOTICE IS HEREBY GIVEN that, pursuant to the Bond Ordinance adopted on May 20, 2013, by the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), that the Issuer hereby calls for redemption on July 1, 2013, its outstanding Sales Tax Bonds, Series 2003, consisting of all of the bonds of said issue which mature July 1 2014 to July 1, 2023, inclusive, (the "Refunded Bonds"), at the principal amount thereof and accrued interest to the redemption date plus a premium equal to one and one-half percent (1-1/2%) of the principal amounts so redeemed, said Refunded Bonds being more fully described as follows:

<u>Maturity Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Numbers</u>
2014	\$235,000	3.30%	78807QAL7
2015	245,000	3.40	78807QAM5
2016	255,000	3.50	78807QAN3
2017	270,000	3.65	78807QAP8
2018	280,000	3.75	78807QAQ6
2019	295,000	3.85	78807QAR4
2020	310,000	4.00	78807QAS2
2021	325,000	4.00	78807QAT0
2022	340,000	4.00	78807QAU7
2023	355,000	4.10	78807QAV5

No further interest shall accrue and be payable on the Refunded Bonds from and after July 1, 2013. The foregoing Refunded Bonds should be surrendered for payment on July 1, 2013 at The Bank of New York Mellon Trust Company (as successor to Bank One Trust Company, N.A.), as follows:

<u>Courier Service</u>	<u>By Mail</u>	<u>By Express Mail</u>	<u>or</u>
	The Bank of New York Mellon Global Corporate Trust 2001 Bryan Street B 9 th Floor Dallas, TX 75201	The Bank of New York Mellon Global Corporate Trust P. O. Box 2320 Dallas, TX 75221-2320	
		<u>By Hand</u>	
		The Bank of New York Mellon Global Corporate Trust 101 Barclay Street New York, New York 10286 1 st Floor East Corporate Trust Window	

The CUSIP Numbers listed above are provided for convenience of the bondowners. The Issuer does not certify as to their correctness.

Holders of said Refunded Bonds are reminded that the Federal Interest and Dividend Tax Compliance Act of 1983 requires that the Paying Agent, as payor, withhold 30% of the principal amount if a Taxpayer Identification Number has not been provided by the Holder as payee. If the Tax Identification Number has not previously been provided to the Paying Agent, then Bondholders are requested to provide this information to the Paying Agent with a Form W-9 in order to avoid the aforesaid withholding.

PARISH OF ST. CHARLES, STATE OF LOUISIANA

By: _____
Council Secretary

Date: May 20, 2013

STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, the undersigned Secretary of the St. Charles Parish Council, do hereby certify that the foregoing pages constitute a true and correct copy of a ordinance adopted by the St. Charles Parish Council on May 20, 2013, providing for the issuance and sale of Two Million Six Hundred Twenty Thousand Dollars (\$2,620,000) of Sales Tax Refunding Bonds, Series 2013 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof; fixing certain details of the Bonds, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said District at Hahnville, Louisiana, on this, the 20th day of May, 2013.

(SEAL)

Secretary

2013-0156**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)****ORDINANCE NO. _____**

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and HHP Construction Group, LLC for 5th Street Sidewalk Extension Norco, Parish Project No. P091101, in the amount of \$148,250.00.

WHEREAS, The Safe Routes to School program was designed to install a sidewalk the entire length of 5th Street in Norco; but do to budgetary constraints only the base and alternate #1 were awarded and alternate #2 was not, and,

WHEREAS, St. Charles Parish desires to have the entire sidewalk constructed and asked for bids to construct the remainder (i.e., alternate #2); and,

WHEREAS, sealed bids were received by St. Charles Parish on March 5, 2013 for Project No. P091101, 5th Street Sidewalk Extension Norco; and,

WHEREAS, Civil & Environmental Consulting Engineers, the Engineer for the Project, have reviewed the bids and recommend that the Contract be awarded to the low bidder, HHP Construction Group, LLC, in the amount of \$148,250.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of HHP Construction Group, LLC for the construction of Project No. P091101, 5th Street Sidewalk Extension Norco, be hereby approved and accepted, in the amount of \$148,250.00.

SECTION II. That the Parish President is hereby authorized to execute said contract documents on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ in the year 20____ by and between the Parish of St. Charles, called the OWNER, and HHP Construction Group, LLC hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the construction of an extended section of sidewalk, approximately 555 feet in length.

ARTICLE 2. ENGINEER

The Project has been designed by Danny J. Hebert, P.E., I.L.C. who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 45 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$ 500.00 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: **(\$148,250.00) One hundred forty-eight thousand two hundred fifty dollars and zero cents**. Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.

- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final

payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers N/A to N/A inclusive)

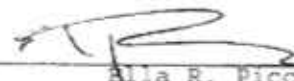
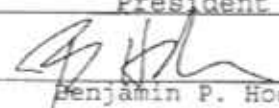
- 7.6 Contract documents bearing the general title "5th Street Sidewalk Extension Norco" dated January 22, 2013.
- 7.7 Drawings, consisting of a cover sheet dated January 22, 2013 and the sheets listed on Drawing 1 (20 sheets total); each sheet bearing the following general title: "5th Street Sidewalk Extension Norco".
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles	CONTRACTOR: HHP Construction Group, LLC
By _____	By  _____
Title _____	Title <u>President</u>
Attest _____	Attest  _____
	<u>Benjamin P. Hodson</u>

END OF SECTION

2013-0157

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a contract with Volute, Inc. for project P080502-4 Dunleith Canal Level Recharge System in the amount of \$181,419.00.

WHEREAS, sealed bids were received by St. Charles Parish on April 9, 2013 for project P080502-4 Dunleith Canal Level Recharge System; and,

WHEREAS, Evans-Graves, Engineers, Inc., the engineer for the project, has reviewed the bids and recommend that the contract be awarded to the low bidder, Volute, Inc., in the amount of \$181,419.00; and,

WHEREAS, this system will allow the Parish to pump water from the discharge side of Destrehan #1 Pump Station into the Dunleith Canal during times of drought to help maintain canal water levels.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Volute, Inc., for the construction of project P080502-4 Dunleith Canal Level Recharge System, be hereby approved and accepted, in the amount of \$181,419.00.

SECTION II. That the Parish President is hereby authorized to execute the attached contract documents on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ in the year 20__ by and between the Parish of St. Charles, called the OWNER, and Volute, INC. hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the construction of pumping system to pump water from the marsh into the Dunleith Canal.

ARTICLE 2. ENGINEER

The Project has been designed by Evans-Graves Engineers, Inc. who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 90 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$500.00 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the

CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: ~~(\$181,419.00)~~ One hundred eighty one thousand four hundred nineteen Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is

clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 2 inclusive)

- 7.6 Contract documents bearing the general title "Dunleith Canal Level Recharge System, St. Charles Parish, Parish Project No. P080502-4" dated March, 2013.
- 7.7 Drawings, consisting of a cover sheet dated March, 2013 and the sheets listed on Drawing 1 – Title Sheet; each sheet bearing the following general title:
"Dunleith Canal Level Recharge System, St. Charles Parish, Parish Project No. P080502-4".
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By _____

By  Volute, INC.

Title _____

Title Dale C. Thompson, Jr., President

Attest _____

Attest _____

END OF SECTION



PROJECT TITLE: Dinketh Canal Level Rectitude System

PROJECT NO: P040924

DATE & TIME: April 9, 2013 at 10:00 a.m.

ENGINEER'S ESTIMATE \$209,000.00



EVANS-GRAVES
ENGINEERS, INC.

ITEM	DESCRIPTION	QTY	UNIT	Viable, Inc.		Seabird Construction, Inc.		Planting Construction Co., LLC		Clyde Construction Co., LLC		Dor Hopkins Construction Co., Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mechanical Normalization	1	Lump Sum	\$7,000.00	\$7,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Clearing and Grubbing	1	Lump Sum	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,400.00	\$3,400.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
3	Excavation	100	Cu Yd	\$40.00	\$4,000.00	\$13,800.00	\$1,380,000.00	\$17,400.00	\$1,740,000.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
4	CF Piping, Fittings, Couplings and Anchors	118	Lump Sum	\$187.00	\$22,066.00	\$27,244.00	\$27,244.00	\$100.00	\$10,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
5	Pump and Drive Unit including Installation and Electrical Work	1	Lump Sum	\$84,000.00	\$84,000.00	\$102,000.00	\$102,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00
6	Concrete Paving	10	Square Yard	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00
7	Gravel	2	Cu Yd	\$574.00	\$1,148.00	\$574.00	\$1,148.00	\$574.00	\$1,148.00	\$574.00	\$1,148.00	\$574.00	\$1,148.00
8	Asphalt	100	Square Yard	\$2.25	\$225.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00
9	Installation of Infrastructure Items	1	Lump Sum	\$55,000.00	\$55,000.00	\$33,000.00	\$33,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL BASE BID					\$191,415.00		\$190,176.00		\$203,444.00		\$236,466.00		\$227,050.00

BATES

2013-0103INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. _____

An ordinance to amend the 2013 Consolidated Operating and Capital Budget to recognize revenues received prior to year end 2012 relating to the Airport Expansion Agreement, thus increasing the beginning 2013 General Fund balance by \$1,212,000 and to add revenues of \$300,000 under General Fund Account 001-313020 – Airport Expansion Agreement for 2013 Airport Expansion Agreement Revenues.

WHEREAS, the 2013 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 5, 2012 by Ordinance No. 12-11-1, and amended January 8, 2013 by Executive Order No. 13-01, and January 29, 2013 by Executive Order No. 13-02, March 11, 2013 by Ordinance No. 13-3-8; and,

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2013 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2013 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2013

Description	Current Year				Upcoming Year			
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed
BEGINNING FUND BALANCE	56,945,698	73,643,292			80,138,562		68,732,683	
Prior Period Adjustment	-	-			-		-	
FUND BALANCE - RESTATED	56,945,698	73,643,292			80,138,562		68,732,683	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	55,451,093	103,431,154	0.48%	113,718,476	9.95%
TOTAL MEANS OF FINANCING	153,490,588	176,577,603			183,569,716		182,451,159	
EXPENDITURES & OTHER FINANCING USES:								
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	15,423,273	27,558,504	-3.50%	31,373,421	13.84%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	10,137,812	14,500,844	7.29%	15,539,949	7.17%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,744,927	5,773,437	9.09%	6,063,818	5.03%
OTHER CHARGES	789,736	785,886	212,658	612,947	825,605	5.05%	781,836	-5.30%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	-4.91%	3,497,504	-2.92%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	38,243,303	47,361,663	-38.35%	65,963,235	39.28%
INTERGOVERNMENTAL TRANSFERS	8,539,913	8,539,913	5,982,127	3,392,975	9,375,102	9.78%	9,058,989	-3.37%
	17,701,314	17,701,314	772,514	5,066,597	5,839,111	-67.01%	24,663,340	322.38%
TOTAL	131,250,814	155,004,109	37,570,385	77,266,648	114,837,933		156,942,092	
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES								
	(34,705,924)	(52,069,798)			(11,405,879)		(43,223,616)	
ENDING FUND BALANCE	22,239,774	21,573,494			68,732,683		25,509,067	

ST. CHARLES PARISH
2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 March 8, 2013
REVISION SCHEDULE SUMMARY
CONSOLIDATED BUDGET SUMMARY

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	68,732,683	-	68,732,683
REVENUE	113,418,476	300,000	113,718,476
TOTAL MEANS OF FINANCING	182,151,159	300,000	182,451,159
EXPENDITURES:			
PERSONAL SERVICES	31,373,421	-	31,373,421
OPERATING SERVICES	15,539,949	-	15,539,949
MATERIALS & SUPPLIES	6,063,818	-	6,063,818
OTHER CHARGES	781,836	-	781,836
DEBT SERVICE	3,497,504	-	3,497,504
CAPITAL OUTLAY	65,963,235	-	65,963,235
INTERGOVERNMENTAL	9,058,989	-	9,058,989
TRANSFERS	24,663,340	-	24,663,340
TOTAL EXPENDITURES	156,942,092	-	156,942,092
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	25,209,067	300,000	25,509,067

ST. CHARLES PARISH
2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 March 8, 2013
REVISION SCHEDULE SUMMARY
GENERAL FUND

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	42,234,677	-	42,234,677
REVENUES	34,015,622	300,000	34,315,622
TOTAL MEANS OF FINANCING	76,250,299	300,000	76,550,299
EXPENDITURES:			
PERSONAL SERVICES	15,694,096	-	15,694,096
OPERATING SERVICES	7,758,694	-	7,758,694
MATERIALS & SUPPLIES	1,044,606	-	1,044,606
OTHER CHARGES	617,061	-	617,061
DEBT SERVICE	3,500	-	3,500
CAPITAL OUTLAY	17,863,464	-	17,863,464
INTERGOVERNMENTAL	2,456,433	-	2,456,433
TRANSFERS	22,462,936	-	22,462,936
TOTAL EXPENDITURES	67,900,790	-	67,900,790
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	8,349,509	300,000	8,649,509

**GENERAL FUND REVENUES
SUMMARY STATEMENT**

Description	Present Budget Summary	Revision Summary	Revised Budget Summary
Ad Valorem Taxes	3,367,000	-	3,367,000
General Sales Tax (1/2%)	9,900,000	-	9,900,000
General Sales Tax (3/8%)	7,350,000	-	7,350,000
Alcoholic Beverage Tax	47,000	-	47,000
Airport Expansion Agreement	-	300,000	300,000
Cable TV - Franchise Fees	650,000	-	650,000
Alcoholic Beverage - Low Content	5,000	-	5,000
Alcoholic Beverage - High Content	8,500	-	8,500
License - Occupational General	725,000	-	725,000
License - Insurance	425,000	-	425,000
License - Bingo	1,200	-	1,200
License - Taxi Cabs	100	-	100
Civil Defense	20,000	-	20,000
Dept. of Homeland Security	960,191	-	960,191
Dept. of Housing & Urban Development	437,685	-	437,685
Hazard Mitigation Grant	2,022,734	-	2,022,734
Emergency Food & Shelter	5,000	-	5,000
CSBG-Administration	17,215	-	17,215
CSBG-Program Activities	131,473	-	131,473
Summer Food Service Program	20,000	-	20,000
Energy Assistance	290,000	-	290,000
Home Program	95,000	-	95,000
Land Lease	18,500	-	18,500
Dept. of Interior - CIAP Grant	2,777,100	-	2,777,100
Mass Transit Assistance	75,000	-	75,000
Highway Fund #2	50,000	-	50,000
Economic Dev - Enterprise Fund	50,000	-	50,000
Office of Community Development	145,560	-	145,560
Facility, Planning & Control Grant	260,178	-	260,178
Medicaid Interview	100	-	100
Severance Tax	1,250,000	-	1,250,000
Parish Royalty Fund	415,000	-	415,000
Video Poker	340,000	-	340,000
State Payment in Lieu of Taxes	73,500	-	73,500

REVENUES: (CONT.)

**GENERAL FUND REVENUES
SUMMARY STATEMENT**

Description	Present Budget Summary	Revision Summary	Revised Budget Summary
SPILT - Community Services	30,000	-	30,000
LACAP - Client Education	5,000	-	5,000
Court Costs, Fees, Charges	16,000	-	16,000
Zoning & Subdivision Fees	120,000	-	120,000
Sale of Maps & Publications	900	-	900
Miscellaneous Revenues	1,800	-	1,800
Motor Vehicle Transaction Fee	36,000	-	36,000
Driver's License Reinstatement Fee	1,000	-	1,000
ICC Inspection Fees	200,000	-	200,000
Weed & Grass Cutting Charges	9,000	-	9,000
Weed & Grass Cutting - Tax Roll	12,000	-	12,000
Removal of Derelict Structure Charges	1,550	-	1,550
Animal Control	5,000	-	5,000
Coroner - Other Fees	8,000	-	8,000
Institutional Charges	16,000	-	16,000
Court Fines	4,000	-	4,000
Witness Fees - Deputies	1,000	-	1,000
Criminal Jury Fees-Act 1031 of 2003	115,000	-	115,000
Juvenile Fees	22,000	-	22,000
Interest Earnings	149,000	-	149,000
Interest Earnings - Minimum Premium	170	-	170
Rents/Leases	6,500	-	6,500
Royalties	12,500	-	12,500
Homeowners Road Home Proceeds	83,893	-	83,893
Gifts & Donations	401,050	-	401,050
Revenue for Indirect Cost Allocation	220,000	-	220,000
Transfer from Criminal Court	523	-	523
Indirect Cost Allocation Reimbursement	604,700	-	604,700
TOTAL REVENUES	<u>34,015,622</u>	<u>300,000</u>	<u>34,315,622</u>

2013-0133**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)****ORDINANCE NO. _____**

An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 3, to roll forward from the 2012 budget construction, architectural/engineering, and other fees for Fund 112 – Roads and Drainage for various parish projects that were not completed in 2012.

WHEREAS, the 2013 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 5, 2012 by Ordinance No. 12-11-1, and amended January 8, 2013 by Executive Order No. 13-01, and January 29, 2013 by Executive Order No. 13-02, March 11, 2013 by Ordinance No. 13-3-8, April 8, 2013 by Amendment TBA; and,

WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 3 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2012 to roll forward from the 2012 budget construction, architectural/engineering and other fees for: Fund 112 – Roads and Drainage – Drainage, Account No. 112-420260, in the amount of \$4,126,464.00 unexpended in 2012 as well as to rollover \$1,063,815 of Revenues not received in 2012 related to said projects; Fund 112 – Roads and Drainage – Paved Streets, Account No. 112-420210 in the amount of \$592,287; and Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$962,320, all of which are for the projects as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2013 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this ____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2013

Description	Current Year				Upcoming Year	
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual
BEGINNING FUND BALANCE	56,945,698	73,643,292			80,138,562	
Prior Period Adjustment						
FUND BALANCE - RESTATED	56,945,698	73,643,292			80,138,562	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	54,387,278	102,367,339	-0.55%
TOTAL MEANS OF FINANCING	153,490,588	176,577,603			182,505,901	
EXPENDITURES & OTHER FINANCING USES:						
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	15,423,273	27,538,504	-3.50%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	10,137,812	14,500,844	7.29%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,744,927	5,773,437	9.09%
OTHER CHARGES	789,736	785,886	212,658	612,947	823,605	5.05%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	-4.91%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	32,562,232	41,680,592	-45.74%
INTERGOVERNMENTAL	8,539,913	8,539,913	5,982,127	3,392,975	9,375,102	9.78%
TRANSFERS	17,701,314	17,701,314	772,514	5,066,597	5,839,111	-67.01%
TOTAL	131,250,814	155,004,109	37,570,385	71,585,577	109,155,962	
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES	(34,705,924)	(52,069,798)			(6,788,623)	
ENDING FUND BALANCE	22,239,774	21,573,494			73,349,939	
					24,663,340	322.38%
					162,623,163	
					(47,840,872)	
					25,509,067	

ST. CHARLES PARISH
2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 April 8, 2013
REVISION SCHEDULE SUMMARY
CONSOLIDATED BUDGET SUMMARY

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	68,732,683	4,617,256	73,349,939
REVENUE	113,718,476	1,063,815	114,782,291
TOTAL MEANS OF FINANCING	182,451,159	5,681,071	188,132,230
EXPENDITURES:			
PERSONAL SERVICES	31,373,421	-	31,373,421
OPERATING SERVICES	15,539,949	-	15,539,949
MATERIALS & SUPPLIES	6,063,818	-	6,063,818
OTHER CHARGES	781,836	-	781,836
DEBT SERVICE	3,497,504	-	3,497,504
CAPITAL OUTLAY	65,963,235	5,681,071	71,644,306
INTERGOVERNMENTAL	9,058,989	-	9,058,989
TRANSFERS	24,663,340	-	24,663,340
TOTAL EXPENDITURES	156,942,092	5,681,071	162,623,163
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	25,509,067	-	25,509,067

ST. CHARLES PARISH
2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET
April 8, 2013
REVISION SCHEDULE SUMMARY
SPECIAL REVENUE FUNDS

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	18,047,658	4,617,256	22,664,914
REVENUES	48,887,529	1,063,815	49,951,344
TOTAL MEANS OF FINANCING	66,935,187	5,681,071	72,616,258
EXPENDITURES:			
PERSONAL SERVICES	15,679,325	-	15,679,325
OPERATING SERVICES	7,780,050	-	7,780,050
MATERIALS & SUPPLIES	5,019,212	-	5,019,212
OTHER CHARGES	164,775	-	164,775
CAPITAL OUTLAY	21,154,921	5,681,071	26,835,992
INTERGOVERNMENTAL	6,490,056	-	6,490,056
TRANSFERS	2,195,090	-	2,195,090
TOTAL EXPENDITURES	58,483,429	5,681,071	64,164,500
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	8,451,758	-	8,451,758

ROAD & DRAINAGE

FUND NUMBER: 112

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
FUND BALANCE	14,021,250	4,617,256	18,638,506
REVENUES:			
Ad Valorem Taxes	6,321,000	-	6,321,000
General Sales Tax - 1%	20,528,254	-	20,528,254
Disaster Relief - Federal	-	577,718	577,718
FEMA Hazard Mitigation Grants	1,389,490	-	1,389,490
Federal Highway Admin	973,750	486,097	1,459,847
Conservation of Natural Resources	100,000	-	100,000
Flood Control Act	4,000	-	4,000
State Payment in Lieu of Taxes	45,000	-	45,000
Culvert Fees	2,250	-	2,250
Miscellaneous Fees	3,000	-	3,000
Interest Earnings	74,000	-	74,000
Compensation of Loss of Assets	1,441	-	1,441
TOTAL REVENUES	29,442,185	1,063,815	30,506,000
TOTAL MEANS OF FINANCING	43,463,435	5,681,071	49,144,506
EXPENDITURES:			
PERSONAL SERVICES	11,917,425	-	11,917,425
OPERATING SERVICES	3,941,695	-	3,941,695
MATERIALS & SUPPLIES	4,347,230	-	4,347,230
OTHER CHARGES	70,500	-	70,500
CAPITAL OUTLAY	16,016,548	5,681,071	21,697,619
INTERGOVERNMENTAL	432,092	-	432,092
TRANSFERS	350,000	-	350,000
TOTAL EXPENDITURES	37,075,490	5,681,071	42,756,561
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(7,633,305)	(4,617,256)	(12,250,561)
EXCESS (DEFICIENCY) OF MEANS OF FINANCING OVER EXPENDITURES	6,387,945	-	6,387,945

FLOOD CONTROL
FLOOD CONTROL
ACCOUNT NUMBER: 112-410740

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
OPERATING SERVICES	227,210	-	227,210
MATERIALS & SUPPLIES	211,950	-	211,950
CAPITAL OUTLAY	24,000	-	24,000
TOTAL EXPENDITURES	463,160	-	463,160

ROAD & DRAINAGE

FLOOD CONTROL

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Buildings, Grounds, General Plant	\$ 24,000	Two (2) sandbagging machines @ \$12,000 each	

Grand Total Requested:

\$ 24,000

ROAD & DRAINAGE
PAVED STREETS
ACCOUNT NUMBER: 112-420210

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
PERSONAL SERVICES	4,536,700	-	4,536,700
OPERATING SERVICES	853,355	-	853,355
MATERIALS & SUPPLIES	1,583,605	-	1,583,605
OTHER CHARGES	21,500	-	21,500
CAPITAL OUTLAY:			
Paved Sts - Imp other than Buildings	1,230,000	395,126	1,625,126
Paved Sts - Acquisition of Vehicles	47,000	-	47,000
Paved Sts - Buildings/Grounds/Plant	115,000	-	115,000
Paved Sts - Heavy Movable Equipment	270,000	-	270,000
Paved Sts - Office Equipment	47,500	-	47,500
Paved Sts - Major Repairs	50,000	-	50,000
Paved Sts - Architectural/Engineering	294,220	162,351	456,571
Paved Sts - Other Fees	140,000	34,810	174,810
TOTAL CAPITAL OUTLAY	2,193,720	592,287	2,786,007
INTERGOVERNMENTAL	340,666	-	340,666
TRANSFERS	350,000	-	350,000
TOTAL EXPENDITURES	9,879,546	592,287	10,471,833

ROAD & DRAINAGE

PAVED STREETS

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Improvements other than Buildings	\$ 1,625,126	2012 Road Maintenance Contract	25,126
		2013 Road Maintenance Contract	900,000
		Barriers (Preston Hollow)	40,000
		Spillway Road	500,000
		Traffic Calming Solutions	160,000
Acquisition of Vehicles	\$ 47,000	Two (2) 4door Pickups for Grasscutters (w/ toolboxes) to replace:	
		Unit# 134 (2002 Ford pick-up with 161,904 miles)	
		Unit# 139 (2002 Ford pick-up with 185,844 miles)	
Buildings, Grounds, General Plant	\$ 115,000	Two (2) Exmark Mowers (\$8,500 each)	17,000
		Four (4) Post Service Racks for Eastbank Shop	18,000
		Vibratory Asphalt Roller	80,000
Heavy Moveable Equipment	\$ 270,000	Two (2) 8-yr Dump Trucks (\$80,000 each)	160,000
		Sweeper for Skid Loader	10,000
		33,000 Pound Excavator	100,000
Office Equipment	\$ 47,500	Replacement for Copy Machine	10,000
		Replacement for Server	12,500
		Customized Software Databases	25,000
Major Repairs	\$ 50,000	Major Repairs to Capitalize	
Architectural/Engineering Fees	\$ 456,571	2012 Road Maintenance Program	137,351
		2013 Road Maintenance Program	269,220
		Spillway Road	50,000
Other Fees	\$ 174,810	2012 Road Maintenance Program	140,000
		2013 Road Maintenance Program	34,810
Grand Total Requested:	\$ 2,786,007		

ROAD & DRAINAGE
SIDEWALKS & CROSSWALKS
ACCOUNT NUMBER: 112-420230

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
CAPITAL OUTLAY:			
Sidewalks - Imp other than Buildings	1,025,000	585,257	1,610,257
Sidewalks - Architectural/Engineering	125,000	99,770	224,770
Sidewalks - Other Fees	82,000	277,293	359,293
TOTAL CAPITAL OUTLAY	1,232,000	962,320	2,194,320
 TOTAL EXPENDITURES	 1,232,000	 962,320	 2,194,320

ROAD & DRAINAGE
SIDEWALKS & CROSSWALKS
FUND NUMBER: 112
NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Improvements other than Buildings	\$ 1,610,257	Eastbank Bicycle & Pedestrian Path (Phase VI)	1,025,000
		Eastbank Bicycle & Pedestrian Path (Phase V)	225,728
		Eastbank Bicycle & Pedestrian Path (Phase IV)	359,529
Architectural/Engineering Fees	\$ 224,770	Fees for Bicycle & Pedestrian Paths	125,000
		Bicycle & Pedestrian Path	66,415
		Norco (Fifth Street) Sidewalks	33,355
Other Fees	\$ 359,293	Fees for Bicycle & Pedestrian Paths	82,000
		Bicycle & Pedestrian Path	227,293
		Norco (Fifth Street) Sidewalks	50,000

Grand Total Requested:

\$ 2,194,320

ROAD & DRAINAGE
DRAINAGE
ACCOUNT NUMBER: 112-420260

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
PERSONAL SERVICES	7,380,725	-	7,380,725
OPERATING SERVICES:	2,861,130	-	2,861,130
MATERIALS & SUPPLIES:	2,551,675	-	2,551,675
OTHER CHARGES:	49,000	-	49,000
CAPITAL OUTLAY:			
Drainage - Acquisition of Land	200,000	274,962	474,962
Drainage - Acquisition of Buildings	95,000	-	95,000
Drainage - Improvements other than Bldgs	7,389,487	3,662,172	11,051,659
Drainage - Acquisition of Vehicles	20,000	-	20,000
Drainage - Buildings/Grounds/Plant	959,000	-	959,000
Drainage - Heavy Movable Equipment	481,000	-	481,000
Drainage - Office Equipment	146,000	-	146,000
Drainage - Major Repairs	736,000	-	736,000
Drainage - Architectural/Engineering Fees	2,040,341	161,674	2,202,015
Drainage - Other Fees	500,000	27,656	527,656
TOTAL CAPITAL OUTLAY	12,566,828	4,126,464	16,693,292
INTERGOVERNMENTAL:	91,426	-	91,426
TOTAL EXPENDITURES	25,500,784	4,126,464	29,627,248

ROAD & DRAINAGE

DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Acquisition of Land	\$ 474,962	Canal A & Dunleith Intersection	200,000
		Dunleith/Oaklawn Pump Station Upgrade	274,962
Acquisition of Building	\$ 95,000	40-ft Randolph Season Container Building	10,000
		Storage Building for Gen Set for Sellers Canal	15,000
		Storage Building for Westbank Hesco Basket	35,000
		Storage Building for Eastbank Sandbags	35,000
Improvements other than Buildings	\$ 11,051,659	Canal Crossing Improvements - #10 Canal	647,401
		Canal Crossing Improvements - Primrose, Monsanto, Oak, River Oak	1,516,038
		Canal Crossing Improvements - Willowdale, Beaupre	247,251
		Carriage Lane Emergency	74,318
		Coronado Drainage Improvements & Pump Station #1	1,177,164
		Cortez Pump Station Upgrade	500,000
		Cousin's Pump Station Upgrade	350,000
		Destrehan/Murray Hill (Canal A) Drainage Improvements	300,000
		Fairfield/Oaklawn Pump Station Upgrade	200,000
		Lagatutta Drainage Improvements	1,000,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	1,200,000
		Mimosa Lane Culvert Replacement	289,487
		Montz Master Drainage Plan - Realign Coulee	250,000
		Phase III Ellington Pump Station	1,900,000
		Pump Station Upgrades (Motors, Generators, & other High Cost items)	200,000
		Randolph Pump Station - Bar Screens	1,200,000
Acquisition of Vehicles	\$ 20,000	4x4 Pick-up for new Operator IV	20,000
Buildings/Grounds/Equipment	\$ 959,000	Davis Diversion - One (1) Toro Z Master 72in-cut mower	16,000
		Four (4) Flap gates for George Cousin's Pump Station	32,000
		Generator Set for Coronado #1	60,000
		Grass Buckey for 5-ft Excavator	5,000
		New Generator at Mimosa Pump Station	80,000
		New Diesel Engine at Schexnayder Pump Station	70,000
		New Diesel Engine at Tippy Pump Station	70,000
		Electric Motor Replacement at Randolph Pump Station	58,000
		Sandbagging Machine (w/ autofill closing & conveyance system)	150,000
		Two (2) New Pumps at Eighty Arpent Pump Station	260,000
		Electric Motor Replacement at Walker Pump Station	58,000
		Lakewood Sump Pump	100,000
Heavy Moveable Equipment	\$ 481,000	Davis Diversion - One (1) 84in Bobcat Grader	6,000
		30-ton Boom Truck (to replace Unit# 177 - 93 Ford Crane w/ 23,555)	350,000
		Marsh Master II	125,000

CONTINUED

CAPITAL (Cont.)

Prepared: 04/08/2013
Finance Dept.

ROAD & DRAINAGE

DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Office Equipment	\$ 146,000	Server Replacement	12,500
		Surveillance System	33,000
		Times Two Filing System	55,000
		GIS Equipment	18,000
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Technology Software (Inv. Tracking, Webex, Archiving)	12,000
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Pictometry Aerials	15,500
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
Major Repairs	\$ 736,000	General Maintenance & Repairs to Equipment	550,000
		Repair Two (2) 871 Detroit Diesel Engines (Ama & Tippy)	90,000
		Rebuild Two (2) 48in Pumps at Cousin's Pump Station	96,000
Arch/Engineering Fees	\$ 2,202,015	Cortez Pump Station upgrade	102,600
		Canal Crossing Improvements - Willowdale, Beaupre	42,760
		Carriage Lane Emergency	57,940
		Coronado Pump Station #2 Upgrade	60,974
		Cousin's Pump Station Repairs	77,035
		Destrehan/Murray Hill (Canal A) Drainage Improvements	64,440
		Lagatutta Drainage Improvements	195,300
		Lakewood Sump Pump	23,630
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	232,440
		Mimosa Lane Culvert Replacement	22,881
		Montz Master Drainage Plan - Realign Coulee	54,575
		MS4 Stormwater Program Compliance	35,000
		Randolph Pump Station - Bar Screens	232,440
		Westbank Levee & Urban Stormwater Study (USACOE)	1,000,000
Other Fees	\$ 527,656	Cortez Pump Station upgrade	50,000
		Cousin's Pump Station Repairs	35,000
		Destrehan/Murray Hill (Canal A) Drainage Improvements	30,000
		Hahn Street Subsurface Improvements	6,550
		Lagatutta Drainage Improvements	100,000
		Lakewood Sump Pump	10,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	120,000
		Mimosa Lane Culvert Replacement	10,000
		Montz Master Drainage Plan - Improv to KCS Canal	11,106
		Montz Master Drainage Plan - Realign Coulee	25,000
		Randolph Pump Station - Bar Screens	130,000

Grand Total Requested: \$ 16,693,292

2013-0134**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)****ORDINANCE NO. _____**

An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 4, to add from the 2012 unexpended Roads and Drainage Fund Balance, construction, architectural/engineering, and other fees for Fund 112 – Roads and Drainage for various parish projects that were not completed in 2012.

WHEREAS, the 2013 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 5, 2012 by Ordinance No. 12-11-1, and amended January 8, 2013 by Executive Order No. 13-01, and January 29, 2013 by Executive Order No. 13-02, March 11, 2013 by Ordinance No. 13-3-8, April 8, 2013 by Ordinance TBA, April 22, 2013 by Ordinance TBA; and,

WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 4 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2013 to add from the 2012 Unexpended Fund Balance, construction, architectural/engineering and other fees for: Fund 112 – Roads and Drainage – Drainage, Account No. 112-420260, in the amount of \$15,859,776.00 as well as to add \$87,715 of Grant Revenues; Fund 112 – Roads and Drainage – Paved Streets, Account No. 112-420210 in the amount of \$197,636; and Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$834,033, all of which are for the projects as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2013 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

CLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

**CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2013**

Description	Current Year				Upcoming Year			
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed
BEGINNING FUND BALANCE	56,945,698	73,643,292			80,138,562		89,209,715	
Prior Period Adjustment	-	-			-		-	
FUND BALANCE - RESTATED	56,945,698	73,643,292			80,138,562		89,209,715	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	54,252,003	102,232,064	-0.68%	114,870,006	12.16%
TOTAL MEANS OF FINANCING	153,490,588	176,577,603			182,370,626		204,079,721	
EXPENDITURES & OTHER FINANCING USES:								
PERSONAL SERVICES	28,559,510	28,559,510	12,135,731	14,919,342	27,054,573	-5.27%	31,373,421	15.96%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	9,850,195	14,713,227	5.16%	15,539,949	9.33%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,488,998	5,517,508	4.26%	6,063,818	9.90%
OTHER CHARGES	789,736	785,886	212,658	519,219	731,877	-6.87%	781,836	6.83%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	-4.91%	3,497,504	-2.92%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	17,717,345	26,835,705	-65.07%	87,199,596	224.94%
INTERGOVERNMENTAL TRANSFERS	8,539,913	8,539,913	5,982,127	3,384,016	9,366,143	9.67%	9,058,989	-3.28%
	17,701,314	17,701,314	772,514	5,066,597	5,839,111	-67.01%	24,663,340	322.38%
TOTAL	131,250,814	155,004,109	37,570,385	55,590,526	93,160,911		178,178,453	
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES								
	(34,705,924)	(52,069,798)			9,071,153		(63,308,447)	
ENDING FUND BALANCE	22,239,774	21,573,494			89,209,715		25,901,268	

ST. CHARLES PARISH
2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET
April 8, 2013
REVISION SCHEDULE SUMMARY
CONSOLIDATED BUDGET SUMMARY

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	73,349,939	15,859,776	89,209,715
REVENUE	114,782,291	87,715	114,870,006
TOTAL MEANS OF FINANCING	188,132,230	15,947,491	204,079,721
EXPENDITURES:			
PERSONAL SERVICES	31,373,421	-	31,373,421
OPERATING SERVICES	15,539,949	-	15,539,949
MATERIALS & SUPPLIES	6,063,818	-	6,063,818
OTHER CHARGES	781,836	-	781,836
DEBT SERVICE	3,497,504	-	3,497,504
CAPITAL OUTLAY	71,644,306	15,555,290	87,199,596
INTERGOVERNMENTAL	9,058,989	-	9,058,989
TRANSFERS	24,663,340	-	24,663,340
TOTAL EXPENDITURES	162,623,163	15,555,290	178,178,453
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	25,509,067	392,201	25,901,268

ST. CHARLES PARISH
2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET
April 8, 2013
REVISION SCHEDULE SUMMARY
SPECIAL REVENUE FUNDS

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	22,664,914	15,859,776	38,524,690
REVENUES	48,887,529	87,715	48,975,244
TOTAL MEANS OF FINANCING	71,552,443	15,947,491	87,499,934
EXPENDITURES:			
PERSONAL SERVICES	15,679,325	-	15,679,325
OPERATING SERVICES	7,780,050	-	7,780,050
MATERIALS & SUPPLIES	5,019,212	-	5,019,212
OTHER CHARGES	164,775	-	164,775
CAPITAL OUTLAY	21,154,921	15,555,290	36,710,211
INTERGOVERNMENTAL	6,490,056	-	6,490,056
TRANSFERS	2,195,090	-	2,195,090
TOTAL EXPENDITURES	58,483,429	15,555,290	74,038,719
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	13,069,014	392,201	13,461,215

ROAD & DRAINAGE

FUND NUMBER: 112

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
FUND BALANCE	18,638,506	15,859,776	34,498,282
REVENUES:			
Ad Valorem Taxes	6,321,000	-	6,321,000
General Sales Tax - 1%	20,528,254	-	20,528,254
Disaster Relief - Federal	577,718	-	577,718
FEMA Hazard Mitigation Grants	1,389,490	-	1,389,490
Federal Highway Admin	1,459,847	-	1,459,847
Conservation of Natural Resources	100,000	-	100,000
Flood Control Act	4,000	-	4,000
Dept. of Transportation Grant	-	87,715	87,715
State Payment in Lieu of Taxes	45,000	-	45,000
Culvert Fees	2,250	-	2,250
Miscellaneous Fees	3,000	-	3,000
Interest Earnings	74,000	-	74,000
Compensation of Loss of Assets	1,441	-	1,441
TOTAL REVENUES	30,506,000	87,715	30,593,715
TOTAL MEANS OF FINANCING	49,144,506	15,947,491	65,091,997
EXPENDITURES:			
PERSONAL SERVICES	11,917,425	-	11,917,425
OPERATING SERVICES	3,941,695	-	3,941,695
MATERIALS & SUPPLIES	4,347,230	-	4,347,230
OTHER CHARGES	70,500	-	70,500
CAPITAL OUTLAY	21,697,619	15,555,290	37,252,909
INTERGOVERNMENTAL	432,092	-	432,092
TRANSFERS	350,000	-	350,000
TOTAL EXPENDITURES	42,756,561	15,555,290	58,311,851
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(12,250,561)	(15,467,575)	(27,718,136)
EXCESS (DEFICIENCY) OF MEANS OF FINANCING OVER EXPENDITURES	6,387,945	392,201	6,780,146

FLOOD CONTROL
FLOOD CONTROL
ACCOUNT NUMBER: 112-410740

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
OPERATING SERVICES	227,210	-	227,210
MATERIALS & SUPPLIES	211,950	-	211,950
CAPITAL OUTLAY	24,000	-	24,000
TOTAL EXPENDITURES	463,160	-	463,160

ROAD & DRAINAGE
FLOOD CONTROL
FUND NUMBER: 112
NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

<u>CAPITAL OUTLAY:</u>	<u>AMOUNT</u>	<u>DETAILED DESCRIPTION</u>	<u>Sub-total</u>
Buildings, Grounds, General Plant	\$ 24,000	Two (2) sandbagging machines @ \$12,000 each	

Grand Total Requested:

\$ 24,000

ROAD & DRAINAGE
PAVED STREETS
ACCOUNT NUMBER: 112-420210

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
PERSONAL SERVICES	4,536,700	-	4,536,700
OPERATING SERVICES	853,355	-	853,355
MATERIALS & SUPPLIES	1,583,605	-	1,583,605
OTHER CHARGES	21,500	-	21,500
CAPITAL OUTLAY:			
Paved Sts - Imp other than Buildings	1,625,126	197,636	1,822,762
Paved Sts - Acquisition of Vehicles	47,000	-	47,000
Paved Sts - Buildings/Grounds/Plant	115,000	-	115,000
Paved Sts - Heavy Movable Equipment	270,000	-	270,000
Paved Sts - Office Equipment	47,500	-	47,500
Paved Sts - Major Repairs	50,000	-	50,000
Paved Sts - Architectural/Engineering	456,571	-	456,571
Paved Sts - Other Fees	174,810	-	174,810
TOTAL CAPITAL OUTLAY	2,786,007	197,636	2,983,643
INTERGOVERNMENTAL	340,666	-	340,666
TRANSFERS	350,000	-	350,000
TOTAL EXPENDITURES	10,471,833	197,636	10,669,469

ROAD & DRAINAGE

PAVED STREETS

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Improvements other than Buildings	\$ 1,822,762	2012 Road Maintenance Contract	182,762
		2013 Road Maintenance Contract	900,000
		Barriers (Preston Hollow)	80,000
		Spillway Road	500,000
		Traffic Calming Solutions	160,000
Acquisition of Vehicles	\$ 47,000	Two (2) 4door Pickups for Grasscutters (w/ toolboxes) to replace:	
		Unit# 134 (2002 Ford pick-up with 161,904 miles)	
		Unit# 139 (2002 Ford pick-up with 185,844 miles)	
Buildings, Grounds, General Plant	\$ 115,000	Two (2) Exmark Mowers (\$8,500 each)	17,000
		Four (4) Post Service Racks for Eastbank Shop	18,000
		Vibratory Asphalt Roller	80,000
Heavy Moveable Equipment	\$ 270,000	Two (2) 8-yr Dump Trucks (\$80,000 each)	160,000
		Sweeper for Skid Loader	10,000
		33,000 Pound Excavator	100,000
Office Equipment	\$ 47,500	Replacement for Copy Machine	10,000
		Replacement for Server	12,500
		Customized Software Databases	25,000
Major Repairs	\$ 50,000	Major Repairs to Capitalize	
Architectural/Engineering Fees	\$ 456,571	2012 Road Maintenance Program	137,351
		2013 Road Maintenance Program	269,220
		Spillway Road	50,000
Other Fees	\$ 174,810	2012 Road Maintenance Program	140,000
		2013 Road Maintenance Program	34,810
Grand Total Requested:	\$ 2,983,643		

ROAD & DRAINAGE
SIDEWALKS & CROSSWALKS
ACCOUNT NUMBER: 112-420230

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
CAPITAL OUTLAY:			
Sidewalks - Imp other than Buildings	1,610,257	834,033	2,444,290
Sidewalks - Architectural/Engineering	224,770	-	224,770
Sidewalks - Other Fees	359,293	-	359,293
TOTAL CAPITAL OUTLAY	2,194,320	834,033	3,028,353
TOTAL EXPENDITURES	2,194,320	834,033	3,028,353

ROAD & DRAINAGE

SIDEWALKS & CROSSWALKS

FUND NUMBER: 112
NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Improvements other than Buildings	\$ 2,444,290	Eastbank Bicycle & Pedestrian Path (Phase VI)	1,025,000
		Eastbank Bicycle & Pedestrian Path (Phase V)	335,366
		Eastbank Bicycle & Pedestrian Path (Phase IV)	359,529
		Westbank Bicycle & Pedestrian Path (Phase III)	224,395
		Norco (Fifth Street) Sidewalks	500,000
Architectural/Engineering Fees	\$ 224,770	Fees for Bicycle & Pedestrian Paths	125,000
		Bicycle & Pedestrian Path	66,415
		Norco (Fifth Street) Sidewalks	33,355
Other Fees	\$ 359,293	Fees for Bicycle & Pedestrian Paths	82,000
		Bicycle & Pedestrian Path	227,293
		Norco (Fifth Street) Sidewalks	50,000

Grand Total Requested:

\$ 3,028,353

ROAD & DRAINAGE
DRAINAGE
ACCOUNT NUMBER: 112-420260

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
PERSONAL SERVICES	7,380,725	-	7,380,725
OPERATING SERVICES:	2,861,130	-	2,861,130
MATERIALS & SUPPLIES:	2,551,675	-	2,551,675
OTHER CHARGES:	49,000	-	49,000
CAPITAL OUTLAY:			
Drainage - Acquisition of Land	474,962	720,300	1,195,262
Drainage - Acquisition of Buildings	95,000	-	95,000
Drainage - Improvements other than Bldgs	11,051,659	8,438,710	19,490,369
Drainage - Acquisition of Vehicles	20,000	-	20,000
Drainage - Buildings/Grounds/Plant	959,000	-	959,000
Drainage - Heavy Movable Equipment	481,000	-	481,000
Drainage - Office Equipment	146,000	92,332	238,332
Drainage - Major Repairs	736,000	-	736,000
Drainage - Architectural/Engineering Fees	2,202,015	3,549,895	5,751,910
Drainage - Other Fees	527,656	1,722,384	2,250,040
TOTAL CAPITAL OUTLAY	16,693,292	14,523,621	31,216,913
INTERGOVERNMENTAL:	91,426	-	91,426
TOTAL EXPENDITURES	29,627,248	14,523,621	44,150,869

ROAD & DRAINAGE

DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Acquisition of Land	\$ 1,195,262	Canal A & Dunleith Intersection	200,000
		Dunleith/Oaklawn Pump Station Upgrade	274,962
		Hahn Street Drainage Improvements	400,000
		Montz Master Drainage Plan - Realign Coulee	320,300
Acquisition of Building	\$ 95,000	40-ft Randolph Season Container Building	10,000
		Storage Building for Gen Set for Sellers Canal	15,000
		Storage Building for Westbank Hesco Basket	35,000
		Storage Building for Eastbank Sandbags	35,000
Improvements other than Buildings	\$ 19,490,369	Canal Crossing Improvements - #10 Canal	647,401
		Canal Crossing Improvements - Primrose, Monsanto, Oak, River Oak	1,516,038
		Canal Crossing Improvements - Willowdale, Beaupre	247,251
		Carriage Lane Emergency	74,318
		Coronado Drainage Improvements & Pump Station #1	1,177,164
		Cortez Pump Station Upgrade	500,000
		Cousin's Pump Station Upgrade	350,000
		Destrehan/Murray Hill (Canal A) Drainage Improvements	300,000
		Fairfield/Oaklawn Pump Station Upgrade	886,000
		Hahn Street Subsurface Improvements	204,200
		Lagatutta Drainage Improvements	1,000,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase III	1,150,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	1,200,000
		Mimosa Drainage Improvements	800,000
		Mimosa Lane Culvert Replacement	289,487
		Montz Master Drainage Plan - Realign Coulee	770,000
		Montz Master Drainage Plan - Improv to KCS Canal	678,510
		Montz Master Drainage Plan - Rep 48" to 66" Culvert at Coulee	700,000
		Ormond Drainage Structure	200,000
		Phase III Ellington Pump Station	1,900,000
		Pump Station Upgrades (Motors, Generators, & other High Cost items)	200,000
		Randolph Pump Station - Bar Screens	1,200,000
		Riverbend Drainage Improvements	1,000,000
		Riverbend Jack and Bore	500,000
		Willowridge Pump Station	2,000,000
Acquisition of Vehicles	\$ 20,000	4x4 Pick-up for new Operator IV	20,000

CONTINUED

CAPITAL (Cont.)

Prepared: 04/08/2013
Finance Dept.

ROAD & DRAINAGE

DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Buildings/Grounds/Equipment	\$ 959,000	Davis Diversion - One (1) Toro Z Master 72in-cut mower	16,000
		Four (4) Flap gates for George Cousin's Pump Station	32,000
		Generator Set for Coronado #1	60,000
		Grass Buckey for 5-ft Excavator	5,000
		New Generator at Mimosa Pump Station	80,000
		New Diesel Engine at Schexnayder Pump Station	70,000
		New Diesel Engine at Tippy Pump Station	70,000
		Electric Motor Replacement at Randolph Pump Station	58,000
		Sandbagging Machine (w/ autofill closing & conveyance system)	150,000
		Two (2) New Pumps at Eighty Arpent Pump Station	260,000
		Electric Motor Replacement at Walker Pump Station	58,000
		Lakewood Sump Pump	100,000
Heavy Moveable Equipment	\$ 481,000	Davis Diversion - One (1) 84in Bobcat Grader	6,000
		30-ton Boom Truck (to replace Unit# 177 - 93 Ford Crane w/ 23,555 t	350,000
		Marsh Master II	125,000
Office Equipment	\$ 238,332	Server Replacement	12,500
		Surveillance System	33,000
		Times Two Filing System	55,000
		Traffic Message Boards (Grant)	92,332
		GIS Equipment	18,000
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Technology Software (Inv. Tracking, Webex, Archiving)	12,000
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Pictometry Aerials	15,500
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
Major Repairs	\$ 736,000	General Maintenance & Repairs to Equipment	550,000
		Repair Two (2) 871 Detroit Diesel Engines (Ama & Tippy)	90,000
		Rebuild Two (2) 48in Pumps at Cousin's Pump Station	96,000
Arch/Engineering Fees	\$ 5,751,910	Cajun Paradise Levee	234,502
		Canal Crossing Improvements - #10 Canal	101,046
		Canal Crossing Improvements - Primrose, Monsanto, Oak, River Oak	196,818
		Cortez Pump Station upgrade	102,600
		Canal Crossing Improvements - Willowdale, Beaupre	42,760
		Carriage Lane Emergency	57,940

CONTINUED

CAPITAL (Cont.)

Coronado Drainage Improvements & Pump Station #1	140,683
Coronado Pump Station #2 Upgrade	60,974
Cousin's Pump Station Repairs	77,035
Destrehan/Murray Hill (Canal A) Drainage Improvements	64,440

Prepared: 04/08/2013
Finance Dept

ROAD & DRAINAGE

DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
		Fairfield/Oaklawn Pump Station Upgrade	426,974
		Government Affairs Representation Federal Govt	100,000
		Hahn Street Subsurface Improvements	24,000
		Lagatutta Drainage Improvements	295,300
		Lakewood Sump Pump	23,630
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase III	180,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	232,440
		Master Drainage Plan - East Bank	220,630
		Mimosa Drainage Improvements	93,327
		Mimosa Lane Culvert Replacement	22,881
		Montz Master Drainage Plan - Improv to KCS Canal	126,185
		Montz Master Drainage Plan - Realign Coulee	122,591
		Montz Master Drainage Plan - Rep 48" to 60" Culvert at Coulee	220,000
		MS4 Stormwater Program Compliance	57,130
		Randolph Pump Station - Bar Screens	294,440
		Riverbend Drainage Improvements	456,426
		Riverbend Jack & Bore	250,915
		Westbank Levee & Urban Stormwater Study (USACOE)	1,126,243
		Willowridge Pump Station	400,000
Other Fees	5	2,250,040	
		Cajun Paradise Levee	53,000
		Canal Crossing Improvements - #10 Canal	132,423
		Canal Crossing Improvements - Primrose, Monsanto, Oak, River Oak	126,106
		Canal Crossing Improvements - Willowdale, Beaupre	41,601
		Carriage Lane Emergency	15,500
		Coronado Drainage Improvements & Pump Station #1	116,661
		Coronado Pump Station #2 Upgrade	52,328
		Cortez Pump Station upgrade	50,000
		Cousin's Pump Station Repairs	35,000
		Destrehan/Murray Hill (Canal A) Drainage Improvements	30,000
		Fairfield/Oaklawn Pump Station Upgrade	78,003
		Hahn Street Subsurface Improvements	6,550
		Lagatutta Drainage Improvements	150,000
		Lakewood Sump Pump	10,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase III	89,182

CONTINUED

CAPITAL (Cont.)

Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	120,000
Mimosa Drainage Improvements	31,460
Mimosa Lane Culvert Replacement	10,000
Montz Master Drainage Plan - Improv to KCS Canal	11,106
Montz Master Drainage Plan - Rep 48" to 60" Culvert at Coulee	117,500
Montz Master Drainage Plan - Realign Coulee	372,498
Randolph Pump Station - Bar Screens	130,000

Prepared: 04/08/2013
Finance Dept

ROAD & DRAINAGE

DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
		Riverbend Jack & Bore	197,403
		Westbank Levee & Urban Stormwater Study (USACOE)	73,719
		Willowridge Pump Station	200,000

Grand Total Requested:

\$ 31,216,913

2013-0159

PETITION TO ADDRESS THE COUNCIL

92

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-5000

Today's Date: 7-19-2013

Dear Chairman:

Please place my name to address the Council on:

DATE: 5-6-13SPECIFIC TOPIC: ① FINANCIAL IMPACT ON RESIDENTS

(*see specific
guidelines on
reverse and
refer to

Parish Charter--
Article VII., Sec. I.)

& BUSINESSES FROM THE FLOOD INSURANCE ISSUE.
② STRUCTURE OF TOWN HALL MEETINGS

DOCUMENTS, IF ANY: YES ☒ NONAME: ROBERT TAYLORMAILING ADDRESS: 104 BAYOU ESTATES SOUTH
DES ALLEMANDES, LA 70030PHONE: 985-306-0429SIGNATURE: Robert Taylor

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- The Home Rule Charter provides for citizens to address the Council. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
- Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council.
- Please forward supporting documents to the Council Secretary for distribution to the Parish Council before your scheduled appearance in order for the Council to prepare themselves, if necessary.
- Upon completion of your allotted time to address the Council, please respect the time given to Councilmembers to respond to your comments by not interrupting or interjecting remarks.
- **Slandorous remarks and comments will not be tolerated.** If slandorous remarks or comments are made, your opportunity to address the Council will end regardless of the remaining time left to address the Council.
- Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

WENDY BENEDETTO
COUNCIL CHAIRMAN

(OVER)

2013-0170

David G. Wedge
307 Second Street, Des Allemands, LA 70030
Phone: (504) 481 0719
Email: wedgeda@aol.com

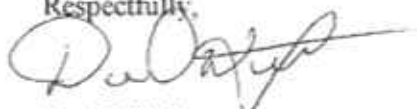


April 24, 2013

St Charles Parish Council
15045 River Road
Hahnville, La.
70057

I hereby request to address the council at their May 6, 2013 meeting. My topic will be parish building boom, and Sunset Drainage District.

Respectfully,



David Wedge



ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
 (985) 783-5000 • Fax: (985) 783-5005
 Website: <http://www.st-charles.la.us> • E-mail: vj@stcharlesgov.net

V.J. ST. PIERRE, JR.
 PARISH PRESIDENT

April 29, 2013



Hon. Wendy Benedetto, Chairwoman
 St. Charles Parish Council
 P. O. Box 302
 Hahnville, LA 70057

Re: Veto of Resolution No. 5989

Dear Mrs. Benedetto:

Ordinance 11-3-4 was adopted by the Parish Council and signed by the Parish President, granting unto Tauzin Consultants, LLC, a contract to act as lobbyist for the Parish for a two year period, expiring on March 31, 2013. This Resolution asks the Parish President to reconsider Ordinance No. 13-3-14 approving and authorizing a "restitution" of 11-3-14 which expired on March 31, 2013. "Restitution" means the restoration of rights previously taken away. For obvious and apparent reasons, the Parish President cannot and will not consider this Resolution as valid. No rights have been taken away from Tauzin but they expired by the language of the contract.

The Council has made many insistent and passionate pleas on behalf of Tauzin but no reasons have been given to dispel my displeasure with Tauzin's performance nor to explain why it is necessary for Tauzin and no other, to represent the Parish.

For these reasons, I respectfully veto Resolution No. 5989.

Yours Truly

V. J. St. Pierre, Jr.
 Parish President

2013-0158**INTRODUCED BY: CLAYTON FAUCHEUX, COUNCILMAN-AT-LARGE, DIVISION B**
RESOLUTION NO. 5989

A resolution formally asking the Parish President to reconsider the vetoed Ordinance No. 13-3-14 approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

WHEREAS, on March 25, 2013 the Parish Council approved Ordinance No. 13-3-14; approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation, a restitution of Ordinance 11-3-4 with a term adjustment; and,

WHEREAS, this ordinance was disapproved and returned by the Parish President on April 1, 2013; and,

WHEREAS, Ordinance 13-3-14 was presented to the Council on April 8, 2013, along with the Parish President's Veto Message; and,

WHEREAS, the Parish Council **overrode** the Parish President's Veto of Ordinance No. 13-3-14; and,

WHEREAS, in accordance with the Home Rule Charter, the ordinance authorizes the Parish President to execute its Agreement, however, the Parish President has failed to sign said Agreement; and,

WHEREAS, in lieu of the hardships being presented to the citizens of St. Charles Parish and due to the crafting of a new Water Resources Development Act (WRDA) that could address the financial needs of the parish for the levee systems; and,

WHEREAS, it is in the best interest of the citizens of St. Charles Parish for the Parish President to retain the current governmental affairs representation as not to cause any unjust delay or severing of present governmental relationships that is so vital in the process of obtaining the federal assistance needed for the parish levee systems.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby formally ask the Parish President to reconsider the vetoed Ordinance No. 13-3-14 approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

BE IT FURTHER RESOLVED, that we formally ask the Parish President to execute the current agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: SCHEXNAYDRE

ABSENT: NONE

And the resolution was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

RESO-Tauzin Con PP Sign

CHAIRMAN: Wesley Benoit

ACTING

SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2013

APPROVED: _____ DISAPPROVED: ✓

PARISH PRESIDENT: Wul

RETD/SECRETARY: April 24, 2013

AT: 3:10 pm RECD BY: Om

THIS RESOLUTION WAS RETURNED BY THE PARISH PRESIDENT ON APRIL 24, 2013 AT 3:10 PM AND HAS BEEN DISAPPROVED BY THE PARISH PRESIDENT. THEREFORE, THIS RESOLUTION SHALL BE PRESENTED TO THE COUNCIL AT HIS NEXT REGULAR MEETING TO BE HELD ON MAY 6, 2013 AT 6:00PM.

2013-0171

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
 PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
 CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A
 TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
 JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

RESOLUTION NO.

A resolution requesting the Louisiana federal legislative delegation request that Congress amend or revise the Biggert–Waters Flood Insurance Reform Act.

WHEREAS, since 1968 the historical purpose of the National Flood Insurance Program (NFIP) was to provide affordable flood insurance in exchange for using FEMA generated and specified Flood Insurance Rate Maps (FIRMs) for floodplain management by a participating community; and,

WHEREAS, generations of Louisiana home and business owners have made lifelong plans and investments based on the existence of affordable flood insurance as proposed by FEMA in the NFIP and have dutifully complied with and enrolled in the NFIP for the past 45 years; further, in many cases, these properties are the owner's largest investment; and,

WHEREAS, most of the issues we face in the loss of our coast and the historical protection from flooding we enjoyed for generations are by and large traceable to Federal Policy. Further, the majority of the NFIP policyholders are required to have flood insurance to meet the terms of a federally backed mortgage; and,

WHEREAS, through the passage of the Biggert–Waters Flood Insurance Reform Act (Public Law 112-141, aka: BW12) signed into law by President Obama on July 6th of 2012, the NFIP was revised such that the public's trust and reliance on the program to provide affordable flood insurance protection for prior investments in their homes and businesses were essentially discontinued with no practical alternative provided for and this passage substantially and immediately devalued the investments made in all properties receiving subsidized insurance premium rates through the drastic increase in the cost of flood insurance and all other properties in the area; and,

WHEREAS, it is incumbent upon us all to have a long term, sustainable and viable NFIP with rates that are affordable.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the Louisiana federal legislative delegation request that Congress amend or revise the Biggert–Waters Flood Insurance Reform Act as follows:

SECTION I. The release of all new DFIRMS for adoption to communities should be temporarily suspended. New maps may continue to be developed and refined by FEMA working with local stakeholders to insure accuracy in reflecting flood risk in the community taking into account non-accredited levees and other features which afford flood protection; but the maps should not be presented for adoption at this time.

SECTION II. Give communities time to work with FEMA to push enrollment into the NFIP for a special enrollment period. This limited (1 year), one time only option, would allow folks to sign up or renew their NFIP policy using the currently adopted maps in their community under the following conditions: a) Any property that is enrolled or renewed during this period will be able to keep its pre-BW12 subsidized rate indefinitely until: the property is destroyed or abandoned by a non-flood event, the policy is allowed to lapse, the property has a flood claim(s) equal to the insured value of the property.

SECTION III. Any property that has been enrolled or renewed during the special enrollment period as described in Section II. above can be sold, donated or otherwise transferred to a new owner who will also be able to keep the pre-BW12 subsidized rate indefinitely until: the property is destroyed or abandoned by a non-flood event, the policy is allowed to lapse, the property has a flood claim(s) equal to the insured value of the property.

SECTION IV. All new policies written after the special enrollment period, or those renewed after a lapse in coverage will be subject to BW12 in full.

SECTION V. New or revised maps developed in compliance with Section I. above, can be released to the communities after completion of the 1 year special enrollment period described in Section II above or whenever they are completed. These new maps, once adopted by the communities, will set the new standards for all new construction. Further, these maps will be used to determine the actuarial flood risk for all new policies or the renewal of any lapsed policy.

SECTION VI. FEMA should consider the issuance of different policies that provide varying levels of protection and deductibles that would still allow policy holders to maintain coverage.

SECTION VII. All excess annual premiums, after all annual claims have been paid, collected by FEMA through the NFIP shall remain in the NFIP fund balance and shall not be transferred to the US Treasury. NFIP fund balances should be allowed to grow and be used to reduce the annual actuarial premium rates as the NFIP regains solvency.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

Revisions - DFRM recommend changes

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2013-0172

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
 CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A
 CLAYTON FAUCHEUX, COUNCILMAN-AT-LARGE, DIVISION B

RESOLUTION NO. _____

A resolution to request the Parish President and the members of the St. Charles Parish Civil Service Board amend Rule 6.0 Hiring Practices; Section 6.03. Employment Offers: a. to add "If financial hardship is born by an employee(s) as a result of the adoption of updated Flood Insurance Rate Maps for St. Charles Parish and the Employee(s) is forced to relocate to another Parish due to the financial hardship, the Civil Service Board shall "Grandfather" the Employee(s) with respect to employment by St. Charles Parish."

WHEREAS, St. Charles Parish is currently in the process of adopting the revised version of the Flood Insurance Rate Maps; and,

WHEREAS, the National Flood Insurance Program provides homeowners with property coverage in the event of flooding and is required for many homeowners in St. Charles Parish; and,

WHEREAS, the Biggert-Waters Flood Insurance Reform Act, signed into law by President Barack Obama in 2012, contains provisions for phased-in automatic premium rate increases for certain policyholders; and,

WHEREAS, many areas of the Parish will be negatively affected by these actuarial risk-based premium rate increases that are anticipated to rise 20 to 25 percent each year for the next four to five years and such increases will place tremendous burdens on the budgets of Parish residents; and,

WHEREAS, several St. Charles Parish Employees reside in the affected areas; and,

WHEREAS, these Employees may have to relocate to other Parishes; and,

WHEREAS, it is in the best interest of the Parish and the Employees to amend Rule 6.0 of the St. Charles Parish Civil Service Manual.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the Parish President and the members of the St. Charles Parish Civil Service Board amend Rule 6.0 Hiring Practices; Section 6.03. Employment Offers: a. to add "If financial hardship is born by an employee(s) as a result of the adoption of updated Flood Insurance Rate Maps for St. Charles Parish and the Employee(s) is forced to relocate to another Parish due to the financial hardship, the Civil Service Board shall "Grandfather" the Employee(s) with respect to employment by St. Charles Parish."

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

Civil Service Residency Provision (04-16-13)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2013-0174

INTRODUCED BY: LARRY COCHRAN, COUNCILMAN, DISTRICT V
PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV

RESOLUTION NO. _____

A resolution to employ Mr. Timothy S. Marcel as Special Legal Counsel to represent the St. Charles Parish Council in the matter of Ordinance No. 13-3-14 and the refusal of the Parish President to execute said Agreement, by whatever legal means necessary, including court action to compel compliance.

WHEREAS, on March 21, 2011 the St. Charles Parish Council adopted Ordinance No. 11-3-4 which approved an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation, including before the Federal Government, which expired on March 31, 2013, said Agreement having been executed by the Parish President on March 28, 2011; and,

WHEREAS, on March 25, 2013 the Parish Council adopted Ordinance No. 13-3-14 approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation, the same basic Agreement as Ordinance No. 11-3-4 with a term adjustment; and,

WHEREAS, this Ordinance was disapproved and returned by the Parish President on April 1, 2013; and,

WHEREAS, Ordinance No. 13-3-14 was presented to the Parish Council on April 8, 2013, along with the Parish President's Veto Message and the Parish Council **overrode** the Parish President's Veto of Ordinance No. 13-3-14; and,

WHEREAS, in accordance with the Home Rule Charter, the ordinance authorizes the Parish President to execute its Agreement, however, the Parish President has refused to carry out the provisions of said Ordinance; and,

WHEREAS, said action is in violation of the St. Charles Parish Home Rule Charter and it is the obligation of the Parish Council to uphold the provisions of its actions and ensure the integrity of the Charter; and,

WHEREAS, due to the conflict of the Director of Legal Services, representing the Parish President in this matter, it is necessary to employ Special Legal Counsel to represent the Parish Council in enforcing the provisions of Ordinance No. 13-3-14 and its Agreement, by whatever legal means necessary, including court action to compel compliance.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby employ Mr. Timothy S. Marcel as Special Legal Counsel to represent the St. Charles Parish Council in the matter of Ordinance No. 13-3-14 and the execution of its Agreement, by whatever legal means necessary, including court action to compel compliance.

BE IT FURTHER RESOLVED that the fees for said Special Legal Counsel shall be paid in accordance with the Attorney General's Fee Schedule and from the Parish Council Budget.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

Resolution - Special Legal Counsel

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2013-0114

RESOLUTION NO. _____

A resolution to appoint a member to the
St. Charles Parish Hospital Service District Board
of Commissioners.

WHEREAS, There exists a vacancy on the **HOSPITAL SERVICE DISTRICT BOARD OF COMMISSIONERS** due to the expiration of the term of Ms. Betty Portera on May 22, 2013; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that _____

is hereby appointed to the **HOSPITAL SERVICE DISTRICT BOARD OF COMMISSIONERS**; and,

BE IT FURTHER RESOLVED, that this appointment shall be effective **MAY 22, 2013** and shall expire **MAY 22, 2019**.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

ALPONT Hospital Portera

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____